

# **MTMC FREIGHT TRAFFIC RULES PUBLICATION NO.10 (MFTRP NO.10)**

*RULES AND ACCESSORIAL SERVICES GOVERNING THE  
DEPARTMENT OF DEFENSE FREIGHT TRAFFIC BY RAIL*

*(See Item 5 For Specific Application)*



**HEADQUARTERS  
MILITARY TRAFFIC MANAGEMENT COMMAND  
DEPLOYMENT SUPPORT COMMAND  
CONUS TRAFFIC MANAGEMENT  
FORT EUSTIS, VA 23604-1644**

**THIS VERSION INCLUDES ALL REVISIONS  
THROUGH JUNE 01, 2001**

MTMC FREIGHT TRAFFIC RULES PUBLICATION NO. 10

(MFTRP NO. 10)

RULES AND ACCESSORIAL SERVICES

GOVERNING THE MOVEMENT OF

DEPARTMENT OF DEFENSE

FREIGHT TRAFFIC BY

RAIL CARRIER

*(SEE ITEM 5 FOR SPECIFIC APPLICATION)*

**THIS PUBLICATION IS NOW ON THE  
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SUBJECT	EFFECTIVE DATE
Original (O)	July 1, 1988
Change 1 (C1)	February 15, 1989
Change 2 (C2)	April 3, 1989
Change 3 (C3)	July 1, 1989
Change 4 (C4)	August 1, 1989
Change 5 (C5)	October 22, 1989
Change 6 (C6)	January 17, 1992
Change 7 (C7)	October 1, 1995
Change 8 (C8)	October 31, 1996
Change 9 (C9)	April 1, 1999
Change 10 (C10)	July 1, 2000
Change 11 (C11)	November 30, 2000
Change 12 (C12)	January 15, 2001
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**TABLE OF ITEM CANCELLATIONS:**

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50	Simplified Tender Filing Procedure for Accessorial Services	July 1, 2000
586	Extra Driver	October 1, 1995
100	Rail Surveillance Service	July 1, 2000
460	Shipments Requiring Two or More Open Cars	October 1, 1995
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390	Prompt Payment Act	November 30, 2000
70	Fractions	November 30, 2000
380	Packing & Packaging	November 30, 2000
455	Tank Car Shipments	November 30, 2000

\* Date denotes when the item was removed from the publication and not necessarily when the procedures governed by the item were discontinued.



## **SECTION 1**

### **GENERAL APPLICATION AND INSTRUCTIONS**

*For Explanation of Abbreviations, Definitions, and Reference Marks*

*Used Herein, See SECTION 7*



**ITEM 5 (C7)****PURPOSE AND APPLICATION**

1. **Purpose.** The purpose of this publication is to articulate the rail transportation service needs of the Department of Defense (DOD) for the movement of its freight traffic; to ensure that rail carriers providing that transportation have both the willingness and the capability to meet those needs; and to provide the standardization necessary for achieving a fully automated system for routing DOD traffic. Movements for the United States Coast Guard (USCG) are also covered by this publication. References throughout this publication to the DOD shall be understood to include the USCG.
2. **Application.** The rules and accessorial services contained in this publication will govern the freight services of all rail carriers doing business with DOD. **EXCEPT** for those rates and services concerning the movement of Foreign Military Sales shipments, which are regulated by the Surface Transportation Board. The rules and accessorial services shall apply to DOD shipments in intrastate commerce and shipments from, to or between those points in the Continental United States (CONUS), and from, to and between points in CONUS and points in Alaska and/or Canada which are specified in the individual DOD Standard Tender of Freight Services (tender), MT Form 364-R, filed with **Military Traffic Management Command, ATTN: MTDC-OPCT, Building 661, FORT EUSTIS, VA 23604-5000**. This publication (MFTRP No. 10) must be shown as a governing publication in Section B of the tender in order for the tender to be considered for DOD routing. (See ITEM 20, GOVERNING PUBLICATIONS). **Tenders may not be made subject to any other publications for application of the rates and charges therein, except as otherwise provided in individual items of this publication.**
3. **Precedence.** When rules, regulations, charges or other provisions are negotiated (including Guaranteed Traffic) and they differ from or conflict with the provisions of this publication, the negotiated provisions will apply to the extent of the specific movements named therein.
4. **Accessorial Services.** Carriers must independently select the accessorial services to be offered and insert in Items 1 and 2, Section F, of their tenders, the accessorial service code(s) and charges which apply to the movements covered by each tender. (See ITEM 10A of this publication, **INSTRUCTIONS: HOW TO USE THIS PUBLICATION**).

**ITEM 10 (C7)****INSTRUCTIONS: HOW TO USE THIS PUBLICATION**

1. **Design of Publication.** This publication is divided into seven sections. **Section 1** - General Application and Instructions; **Section 2** - Security Service Rules (movement of DOD sensitive, unclassified and classified shipments); **Section 3** - Demurrage Rules; **Section 4** - General Rules (applicable to all rail carriers subject to this publication); **Section 5** - Trailer-on-Flatcar (TOFC) and Container- on- Flatcar (COFC) Service; **Section 6, Part A** - Rules for Special Train Movements and Government Attendants, and **Section 6, Part B** - Rules for the Movement of Ammunition, Explosives, Fireworks and other Hazardous Materials, Substances, and Waste; and **Section 7** - Explanation of Abbreviations, Definitions and Reference Marks.
2. **How to Use it.** Except as otherwise provided, this publication is to be used solely in conjunction with the DOD Standard Tender of Freight Services (tender), MT Form 364-R. In order to be considered for DOD routing, carriers subject to this publication must show MFTRP No. 10 as a governing publication in Section B of their tenders. Carriers must then enter, in Items 1 and 2 of Section F of the tender, those security and accessorial services which they are willing and able to provide. This will be done by entering the two-character alpha code (which immediately follows the title of each optional rule) and the sub-item code number for each charge under the "Service" column in Section F of the tender. Opposite each service code and sub-item charge code entered, the carrier will then enter, under the "Charge" column, the charge for that service.

For example, if a carrier wishes to provide Special Train Services (SS) at a cost of \$1.00 per mile and a minimum charge of \$50.00, the following information would be shown in ITEM 2, Section F, of the carrier's tender:

<u>SERVICE CHARGE</u>	<u>CHARGE</u>	<u>MINIMUM CHARGE</u>
SS 1	\$ 0 0 0 1 . 0 0	
SS 2	\$ __	\$ 0 0 5 0 . 0 0

When a carrier charges for a service and a two-character alpha code and sub-item charge number is entered under the "Service" column, the opposite six-character field under the "Charge" column must be filled in, using those spaces necessary to express the charge, regardless of the number of characters shown in the individual optional service rules. Unused spaces in the character field will be filled in with leading zeros. Entries in the "Minimum Charge" or "Minimum Charge/Wt." column will be completed in the same manner when authorized in individual rules. When the individual optional service rules provide for a "Maximum" charge, it will be shown in the "Minimum Charge" or "Minimum Charge/Wt." column and completed in the same manner.

3. Except as otherwise provided in this rule, when a carrier elects to provide an optional service (designated by a two-character alpha code) all of the service charges must be shown in Item 1 or Item 2 of Section F of the tender.

4. The optional accessorial and transportation protective service rules in this publication identify the application of the charges, minimum charges, etc., as applying per mile, per shipment, etc. This application cannot be changed.

5. Providing accessorial services in Sections 3, 4, 5 and 6 without charge. Carriers may optionally offer any accessorial service in these sections without charge.

a. Carriers wishing to furnish all of the services described in an individual accessorial service rule without charge, will enter in Section F(2) of the tender, the standard two-character alpha code for that accessorial service in the "Service" field. All spaces to the immediate right under the "Charge" and "Minimum Charge/Wt." columns will be filled with "zeros".

b. In some accessorial service rules, e.g., Section 3, ITEM 150, DEMURRAGE (STRAIGHT) (DM), more than one entry in Section F(2) is required in order to state all charges applicable to the service. If, for example, a carrier wishes to waive only the demurrage charges applicable for each of the first four days (alpha/numeric code DM(3)), Section F(2) would be completed as follows: First, enter DM(3) in the "Service" column and fill those spaces to the immediate right under the "Charge" column with "zeros". Then, enter DM(4) and DM(5) and fill in the appropriate charges in the "Charge" column.

### **ITEM 13 (N/C11)**

### **ACCESSORIAL SERVICES**

1. Each accessorial service is described in the ITEM in which the code appears in the title. With the exception of single-factor charges (e.g. Spot Bid), charges for each accessorial service are payable in addition to the linehaul charges, provided:

a. The Shipper or other authorized official has requested the service by clearly and specifically annotating the BOL (or if omitted, by retroactively using PowerTrack eBill); and

b. The carrier actually provided the service

2. In general, linehaul charges are not affected by the provision of accessorial services.
3. Charges for accessorial services will be chargeable to the appropriation designated by the military department or Government agency, which has jurisdiction over the activity where the charges actually accrued. Requests for payment of these charges will be made through PowerTrack.
4. Protective services, which are described in Section 2, are also considered accessorial services.
5. When filing tenders, carriers may offer all, some, or none of the accessorial services described in this publication. If a carrier offers an accessorial service, the relevant ITEM is binding.

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**ITEM 16 (N/C11)      ELECTRONIC COMMERCE/ELECTRONIC DATA INTERCHANGE**

1. Electronic Commerce (EC) is the electronic exchange of routine business documents between trading partners. Electronic Data Interchange (EDI) is a type of EC. EDI is the computer-to-computer exchange of routine business documents in machine-readable form. EDI utilizes publicly defined standards of the American National Standards Institute (ANSI).
2. To participate in the DOD EC/EDI program, all commercial trading partners (e.g. carriers, vendors) must execute an EC/EDI Trading Partner Agreement (TPA) and comply with applicable instructions, standards, and conventions. The EC/EDI Trading Partner Guide for Defense Transportation is available under "Freight Transportation" on MTMC's website at:

[www.mtmc.army.mil](http://www.mtmc.army.mil)

DOD EDI implementation conventions are available at:

<http://www.lmi.org/lmi/dtedi>

3. Participation in the EDI program requires compliance with published ANSI Accredited Standards Committee X12 standards and DOD EDI implementation conventions when electronically exchanging transportation or transportation-related data with DOD transportation components or their agents. The commercial EDI trading partner must be capable of:
  - a. Electronically exchanging shipment, rate, and award information;
  - b. Securing freight payment services for the DOD using the value-added US Bank PowerTrack service;
  - c. Receiving Electronic Funds Transfer (EFT); and
  - d. Providing delivery and/or shipment status reports to PowerTrack and/or US TRANSCOM (or its component commands) through DOD's EC Infrastructure.
4. Commercial vendors/carriers who exchange EDI transactions with DOD transportation components or their agents may exchange business data through third-party value-added-networks (VANs), which must be compatible with the DOD system or DOD's ECI.
5. In compliance with the National Debt Reduction Act, all vendors wishing to do business with the DOD or receive payments for goods or services must be registered in the Central Contractor Register (CCR). Further information on CCR registration is available at:  
<http://ccr.edi.disa.mil/ccragent/plsql/ccr.welcome>

## 6. Points of Contact:

- a. For information pertaining to CCR/TPA, call 703-428-2915, or write:

HQ MTMC  
Office of the Deputy Chief of Staff for Information Management  
ATTN: MTIM-I (EC/EDI Coordinator)  
200 Stovall Street (Hoffman II Building)  
Alexandria, VA 22332-5000

- b. For information about Tender submission by Electronic Data Interchange, call 703-428-2143, or write:

HQ MTMC  
Automation Systems Team  
Ms. Eunice Anderson  
200 Stovall Street (Hoffman II Building)  
Alexandria, VA 22332-5000

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**ITEM 18 (N/C11)****ELECTRONIC SPOT BID APPLICATION**

1. The single-factor charge for Spot Bid shipments includes both the line haul and all required accessorial/protective services identified by the shipper at the time of solicitation. This single-factor charge does not alternate with any other rates or tenders. This non-alternation for Spot Bid takes precedence over any alternation rule found elsewhere in this publication.
2. If a requirement for any additional accessorial/protective service(s) is identified:
  - a. After solicitation but before pickup: the solicitation (and award, if applicable) will be cancelled, and the shipment resolicited to include the additional services.
  - b. During/after pickup: the charges for the additional requirements will be negotiated with the carrier by DSC and/or the TO. A basis for comparison for such negotiations may be rates on file for accessorial/protective services shown in current approved carrier voluntary tenders.
3. If the need for fewer accessorial/protective services is identified after solicitation but before pickup, DOD reserves the right to cancel the award and resolicit the shipment based on the new requirements.
4. The rules in this publication will apply to shipments awarded via the Electronic Spot Bid process.
5. Spot Bids will be processed through the Deployment Support Command (DSC) on behalf of those TOs who are unable to do so.
6. Shipments covered by Guaranteed Traffic will not be offered for Spot Bid.

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**ITEM 19 (N/C11)****POWERTRACK**

1. PowerTrack is an electronic freight transaction tracking and payment system that eliminates the paperwork traditionally associated with transportation processes. Its many features include rapid payment, capturing of freight data, streamlining freight accounting, and simplified billing procedures. The Secretary of Defense has mandated the use of PowerTrack for most procurements of DOD transportation, including all procurements covered by this publication. Therefore, effective November 30, 2000, carriers, even if otherwise qualified, which are not PowerTrack certified will not be eligible to carry any DOD freight which is subject to the rules of this publication.
2. When discrepancies arise which affect freight payments, PowerTrack provides online tools to enable a quick resolution of any disputed charges. In particular, PowerTrack's eBill process can be used for adjustments to various freight charges (e.g. accessorial, detention, demurrage).
3. Payment of charges for transportation services shall be made upon commencement of the transportation services as evidenced by the carrier or the carrier agent's notification of pickup to PowerTrack. Such certification shall be made electronically using PowerTrack. (Item 21 applies)
4. Carriers wishing to become PowerTrack certified should contact US Bank at 612-973-6597 or 1-800-417-1844 as soon as possible. Additional information on PowerTrack is available at:

[www.usbank.com/powertrack](http://www.usbank.com/powertrack)

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**ITEM 20 (C 10)****GOVERNING PUBLICATIONS**

The following publications (and successive reissues thereof) shall be considered as part of this publication and will not be listed in Section B of the DOD tender, unless otherwise specified in individual items of this publication.

- a. Standard Transportation Commodity Codes (STCC) 6001-AB, published by RAILINC, Agent.
- b. The official mileage guide for DoD freight shipments is the Defense Table of Official Distances (DTOD). Mileage will be calculated based on the DTOD version in effect on the date of shipment pickup. Information pertaining to the current version of DTOD can be found on the Internet at DTOD-MTMC.BELVOIR.ARMY.MIL. DTOD mileages apply to all DoD freight shipments made on or after April 1, 1999
- c. Official Rail Road Station List (OPSL), Tariff OPSL 6000-Series, published by RAILINC, Agent.
- d. National Service Order Tariff, Tariff ICC NSO 6100-Series, published by Western Trunk Line Committee, Agent.
- e. Hazardous Materials Regulations of the Department of Transportation Bureau of Explosives Tariff BOE 6000-Series.
- f. Mileage Allowances and Rules Tariff, STB RPS 6007-Series (PHJ Series), issued by RAILINC, Agent.
- g. \*\*\*\*
- h. Railway Equipment Register, Tariff STB R.E.R. 6413-I-Series, published by R.E.R. Publishing Corp., Agent.
- i. Continental Directory of Standard Point Location Codes (SPLC), ICC NMF 102-Series, published by the National Motor Freight Traffic Association, Inc., Agent.

- j. Official Intermodal Equipment Register (OIER), Tariff ICC OIER 6037-Series, published by the Intermodal Publishing Company, LTD.
- k. Rail Embargo Notices compiled and issued by the Transportation Division of the Association of American Railroads.
- l. AAR Circular 42-G, "General Rules Covering Loading of Carload Shipments of Commodities in Closed Cars", and AAR "Open Top Carloading Manual", and other appropriate AAR commodity loading publications issued by the Association of American Railroads.
- m. Railway Line Clearances published annually by the K-III Directory Corp.
- n. \*\*\*\*
- o. \*\*\*\*
- p. Tank Car Capacities Tariff, ICC WTL 6300-Series, published by Western Trunk Line Committee, Agent.
- q. Motor Freight Traffic Rules Publication No. 1B (MFTRP No. 1B), (Section 2, Security Service Rules, applicable to the highway portion incident to TOFC/COFC service).
- r. ATA Hazardous Materials Tariff ICC ATA 111-series.
- s. Directory of Standard Multi-Modal Carrier and Tariff Agents Codes (SCAT/STAC), ICC NMF 101-Series, published by the National Motor Freight Traffic Associations, Inc., Agent.

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**ITEM 21 (N/C11)****SHIPMENT NOTIFICATION**

1. The carrier will submit Shipment Pickup Notification to USBank's PowerTrack freight payment system after the departure of the last rail car. This shipment notification is required to initiate payment to the carrier. Such certification shall be made electronically using PowerTrack, and shall not be made until the shipment has actually been picked up. Any certification of pickup to PowerTrack prior to actual pickup could result in the disqualification or disbarment of the carrier from government transportation programs and procurements.
2. The carrier shall also submit Shipment Delivery Notification to USBank's PowerTrack freight payment system after delivery of the last rail car. Such notification shall be made electronically using PowerTrack, and shall not be made until the last rail car in the shipment has been delivered. Notification shall be made within three business days after delivery of the last car.

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**ITEM 22 (N/C12)****STANDARD TRANSPORTATION COMMODITY CODES**

1. The Standard Transportation Commodity Codes (STCC) published by RAILINC replace Uniform Freight Classification codes (UFC). Any references to the UFC within this publication have been changed to STCC when appropriate.
2. To request a new STCC or clarification on a STCC conversion please contact:

HQ MTMC  
ATTN: DSCOPS

Ms Darlene Stein (703) 328-2387  
200 Stovall Street (Hoffman II Building)  
Alexandria, VA 22332-5000

**ITEM 23****SIMPLIFIED TENDER FILING PROCEDURE FOR TRANSPORTATION  
PROTECTIVE SERVICES - SECURITY RULES**

*Item Cancelled*

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**ITEM 50****SIMPLIFIED TENDER FILING PROCEDURE FOR ACCESSORIAL  
SERVICES**

*Item Cancelled*

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**ITEM 60 (C1)****ALTERNATION OF RATES - DOD TENDERS  
(NOT APPLICABLE TO GUARANTEED TRAFFIC TENDERS)**

1. Specific point-to-point rates in Section D or Section D-1 will not alternate with territorial rates in Section E or state-to-state rates in Section E-1.
  2. Within Sections D and D-1 or Sections E and E-1, specific commodity rates will take precedence over FAK commodity rates when the FAK shipment consists of a single commodity.
  3. Subject to the restrictions in paragraphs 1 and 2, commodity rates/charge (regardless of the rate qualifier), applying between the same points of origin and destination on the same article, will alternate to produce the lowest charge to the DOD.
  4. When distance rates are based on rate qualifiers PC (per rail car used), PL (per vehicle used), PH (per hundredweight), PZ (per hundredweight per mile), PG (per gallon), or PY (per gallon per mile), in Table E of Section E of the DOD tender and a lower charge can be obtained by applying a rate to greater than actual distance, the lower charge shall apply.
  5. Subject to ITEM 330, MAXIMUM CHARGE, and ITEM 360, MIXED SHIPMENTS.
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**ITEM 65 (C10)****AMENDING THIS PUBLICATION**

1. This publication will be amended on an "as needed" basis. When the nature of a rules change requires notification to the carrier industry, such changes will be published in the Federal Register. Federal Register announcements are available on the Internet at:

[www.nara.gov/fedreg](http://www.nara.gov/fedreg)

2. Amended items will show the date of most recent change in the table of contents and/or a suitable appendix and/or the item itself. The previous system of Original and Revised Pages will be discontinued, as well as the earlier practice of mailing out changes or new pages. The latest version of the this publication will be available on the Internet at:

[dsc.mtmc.army.mil/rules/](http://dsc.mtmc.army.mil/rules/)

3. Each section will have a separate page numbering system, e.g., Page 2-3 indicates the third page of Section 2. Changes in any particular section which are of sufficient length to affect page numbering will result in the entire section having its pages renumbered.

4. Requests for rules interpretation or changes may be submitted via the Internet to the MTMC Deployment Support Command by using the "Rules Feedback Form" on the Rules website located at:

dsc.mtmc.army.mil/rules/feedback

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**ITEM 66 (C7)****APPLICATION OF STANDARD POINT LOCATION CODES**

1. Tenders submitted by carriers showing the Standard Point Location Code (SPLC) of a city, with its corresponding narrative information, will be applicable to all DOD installations and other shippers served by the filing carrier within the corporate limits of that city. Those SPLC's applicable to the corporate limits of all cities consist of 6-numbers only, but in entering these SPLC's in the DOD tender the 6-numbers must be followed by 3-zeros to complete the entire 9-position SPLC.
  2. Carriers wishing to serve only one activity (whether within or outside the corporate limits of a city) must use the 9-position installation motor SPLC and the corresponding narrative information for that activity, provided the installation has government trackage.
  3. Carriers offering service which terminates at a team track or TOFC/COFC ramp must use the SPLC of that team track or ramp. If TOFC/COFC door-to-door service is involved, the 9-position motor SPLC for that installation will be used.
  4. When the 9-position installation SPLC is used in a tender, that tender will apply even if the SPLC and narrative information shown on the BOL covers the city in which the installation is located or the installation's U. S. Postal delivery address.
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**ITEM 70 (C7)****FRACTIONS**

*Item Cancelled*

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**ITEM 75 (C 9)****MILEAGES**

1. Rates and charges based on highway mileage will be computed on shortest highway distances by the governing mileage guide, Defense Table of Official Distances (DTOD). Additional information on DTOD can be found on the Internet at [www.dtod-mtmc.belvoir.army.mil](http://www.dtod-mtmc.belvoir.army.mil).
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**ITEM 80 (C 7)****SERVICES NOT OTHERWISE SPECIFIED**

When carriers perform services that are required for normal movement of freight shipments and such services are not identified in this rules publication, the charges for those services will be negotiated by MTMC-DSC and the carriers.

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**SECTION 2**  
**SECURITY SERVICE RULES**

*For Explanation of Abbreviations, Definitions and Reference Marks*

*Used Herein See SECTION 7*

**ITEM 85 (C7)****APPLICATION**

1. The Transportation Protective Services (TPS) set forth in this section apply to rail carriers offering to transport arms; Division 1.1, 1.2 and 1.3, ammunition, explosives, fireworks, chemical munitions, and other commodities which may require physical security protection while in transit.
2. When a TPS service is required on shipments moving in TOFC/COFC service, rail carriers will ensure the appropriate motor TPS applicable to the highway portion incident to the TOFC/COFC movement is provided. Motor TPS information is provided in Section 2 of MTMC Motor Freight Traffic Rules Publication. Only MTMC approved munitions motor carriers may be used to transport shipments over the highway.
3. Timely is defined in terms of immediate notification of delivery and advising the government not later than two hours after a serious accident or incident.
4. Inspectors will be a railroad police officer, railroad employee (trained) other than police, or instructed personnel (trained), which could include contract security firms designated by the carrier to inspect the rail car(s). [A person is considered "trained and instructed" when he or she is employed by the railroad or the terminal involved in the handling of shipments, has been trained by the railroad/terminal to inspect rail cars(s), is aware of the sensitivity of material moving under Rail Inspection (RIS), and is knowledgeable of safety, security and emergency procedures that must be followed. Trained and instructed contract personnel may be used to conduct inspections of rail car(s) but must meet the same criteria as personnel designated by the carrier to inspect rail car(s).]
5. When carrier has identified areas, which are known trouble spots, shipments will be routed to avoid these areas or, if unavoidable, be expedited through these areas.
6. Shippers are not required to, but should take into consideration the following damage and loss prevention measures to ensure the protection of Department of Defense Cargo:
  - a. Damage prevention measures of military vehicles are as follows:
    - (1) Face wheeled-vehicles rearward on the train, roll down side windows, and lower windshields that can be lowered.
    - (2) Turn side mirrors inward.
    - (3) Protect open glass with plywood, cardboard, or a double layer of bubble wrap (prioritized by level of protection afforded, cost versus benefit must be evaluated).
    - (4) Properly document all vehicle damage at origin and destination.
  - b. Loss prevention measures for sensitive items in containers are as follows:
    - (1) Place containers, including CONEXs, door-to-door to block access.
    - (2) Order flatcars that will accommodate door-to-door placement of MILVANs.
    - (3) Seek assistance from MTMC commands on technical characteristics of flatcars.

(4) Store sensitive items, including Night Vision Device's (NVD's), in approved containers only. (Note: NVD's must be provided double barrier protection, i.e., in a locked shipping container inside a locked rail car, trailer, dromedary, CONEX, or MILVAN.)

(5) An NVD storage case does not equate to one of the double barriers.

(6) Never place the sensitive item packing list on the outside of the containers, trailers, or rail cars.

(7) Contact your local provost marshal/law enforcement officials during loading and/or shipping to ensure proper protection for sensitive items.

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**ITEM 90 (C7)****GREATER SECURITY SERVICE (GS)**

1. Greater Security Service (GS) will be provided by the carrier upon request of the shipper by annotation in blocks 15 & 31 on the bill of the lading as follows: "Greater Security Service Requested", subject to the following definition and requirements:

2. GS is a seal tracing and inspection service for rail movement of unclassified sensitive cargo. GS consists of the following:

a. Military Traffic Expediting Service (MTX) as defined in Section 7 of this publication.

b. Inspection of rail cars at major terminals by railroad personnel for evidence of forced entry or tampering with seals or securing devices. The following information is contained in a rail carrier's inspection report:

(1) Name of carrier reporting.

(2) Time of inspection.

(3) Actual arrival time at terminal.

(4) Actual departure time from terminal.

3. The shipper must report rail car initials and numbers (for example DODX 40000) to MTMC Deployment Support Command at 757-878-8520/7433/7460.

4. If evidence of forced entry or tampering with seals has occurred, the carrier will immediately notify the consignee or one of the MTMC 800-Hotline telephone numbers shown in ITEM 180, Astray Freight & Emergency Notification.

5. In addition to all rates and charges for transportation, shipments for which GS is provided by carrier at shipper's request will be subject to a charge of GS (1) \$\_\_\_\_\_ per car (See NOTE).

*NOTE: This charge will not apply when Rail Inspection Service is requested by the shipper and provided by the carrier.*

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**ITEM 95 (C7)****RAIL ARMED GUARD SURVEILLANCE SERVICE (RG)**

**(Note)**

Carriers shall provide Rail Armed Guard Surveillance Service (RG) upon request of the shipper, subject to the following:

1. Definition. Rail Armed Guard Surveillance Service (RG) is a TPS that provides one (1) armed guard to maintain constant and specific 24- hour surveillance on a DOD shipment consisting of one or more cars in the same train.

2. Annotation. RG will only be furnished upon request of the shipper by annotation in blocks 15 & 31 on the bill of lading as follows: "Rail Armed Guard Surveillance Service (RG) Requested".

3. Requirement. Carriers providing RG must:

(a.) Perform all functions of Rail Inspection Service (RI) as specified in Item 110.

(b.) Maintain surveillance at all rail stops as well as in yards and terminal where train stops. All security seals and/or locks will be checked at all stops and documented using the format set forth in the NOTE at the end of the Item.

(c.) Ensure guards will be augmented as required to maintain continuous observation on rail car(s) transporting shipment(s)

(d.) Ensure guards do not leave shipment until properly relieved by another guard or consignee at destination.

(e.) Inspect the refrigeration/heating units of environmentally controlled cars, trailers or containers in-transit at least twice during each 24- hour period for the purpose of maintaining temperature requirements. Inspections must be at least 10 hours apart. The temperature requirement for each shipment will be annotated on the bill of lading by the shipper. Immediately following each required inspection, an authorized carrier representative will make a report by telephone to the consignee and the appropriate toll free 800 - Hotline number (See Item 180, Astray Freight & Emergency Notification), furnishing the information called for in the sample format shown in NOTE of this item. The cost of telephone calls to other than toll free numbers will not be borne by the Government.

(f.) It may be more advantageous in some circumstances to have a railroad police officer, rail road employees (trained) other than police, or instructed personnel (trained), which could include contract security firm personnel, ride in a separate motor vehicle paralleling the train, rather than on the train. The railroad has the option to decide which is more secure.

4. Notification. If suspicion of tampering or sabotage exists at any point during the movement of the shipment, the railroad special agents office will immediately notify either the consignee, MTMC-DSC at 757-878-8141, or one of the 24-hour MTMC 800-Hotline telephone numbers (See ITEM 180, Astray Freight & Emergency Notification). If necessary, the carrier will solicit the aid of local, state or federal law enforcement officials to secure the shipment.

5. Charges. When requested by the shipper, the rail carrier(s) will provide RG on shipments of single car loads or shipments of multiple car loads in the same train at a charge of RG (1) \$\_\_\_\_\_ per highway mile or in lieu thereof a flatcharge of RG (2) \$\_\_\_\_\_. The charges will apply from point of origin to point of destination, and will be in addition to all other charges for transportation of shipments requiring this service.

In Section F (1) of the tender, carriers will complete either RG (1) or RG (2), but not both.

*NOTE 1: Information to be furnished per instructions in paragraph 2e above:*

1. Person and carrier reporting: \_\_\_\_\_
2. City or place of inspection: \_\_\_\_\_
3. Local arrival time at checkpoint: \_\_\_\_\_
4. Local time inspection was performed: \_\_\_\_\_
5. Interior temperature of the equipment: \_\_\_\_\_
6. Approximate outside temperature: \_\_\_\_\_
7. Government seals intact: \_\_\_\_\_ Yes [ ] No [ ]
8. Replaced by seal number: \_\_\_\_\_
9. Was air conditioning unit working: \_\_\_\_\_ Yes [ ] No [ ]
10. Arrangement made for repair: \_\_\_\_\_
11. Entries made on log attached to equipment: \_\_\_\_\_ Yes [ ] No [ ]
12. Estimated or actual time of departure from checkpoint: \_\_\_\_\_
13. Estimated time of arrival at next checkpoint or destination: \_\_\_\_\_

**ITEM 100****RAIL SURVEILLANCE SERVICE (RS)***Item Cancelled***ITEM 105****TANK SURVEILLANCE SERVICE (TS)***Item Cancelled***ITEM 110 (C10)****RAIL INSPECTION SERVICE (RI)**

Rail Inspection Service (RI) replaces two rail security services, Rail Surveillance Service (RS) and Tank Surveillance Service (TS). Greater Security Service (GS), as defined in item 90, will still be maintained for all shipments. GS automatically includes Military Traffic Expediting Service (MX) (See Item 115). RI service incorporates the inspection and/or surveillance requirements of each of the services RI replaced.

1. Definition. Rail Inspection Service (RI) is performed by rail carriers for in-transit protection of sensitive and pilferable items; RI automatically includes MX (See Item 115). Inspection under RI is external only to assure the integrity of the shipment (container of vehicle) and seals/locking devices. RI is required for the movement of Abrams tanks; other ground vehicles with sensitive armor, Categories II through IV; uncategorized (at DOD component headquarters direction) arms; ammunition, and explosive (AA&E); and night vision devices (NVD). RI is optional for vehicle movements and unit or other movements involving pilferable items, such as high value communications and electronics.

2. Annotation. RI will only be furnished upon request of the shipper by annotation in blocks 15 & 31 on the bill of lading as follows: "Rail Inspection Service (RI) Requested."

3. Requirements. Carriers providing RI must:

a. For all Shipments under RI:

(1) Automatically includes Military Traffic Expediting Service (MX) (See Item 115).

(2) Inspect each rail car containing shipments requiring RI. Inspection will be performed by railroad police officer, railroad employees (trained other than police, or instructed personnel (trained) which could include contract security firms designated by the carrier within one hour after train has entered a rail terminal. Re-inspection will take place every hour thereafter until the train departs. For shipments located at a working terminal, where carrier personnel are present and can provide continuous observation, hourly inspections are waived provided the train is on an inside track. When hourly inspections are performed, they will be documented.

(3) Inspections will be required at terminals on arrival and departure and at all interchange points between railroads.

(4) Documentation of inspections made by railroad police officer, railroad employees (trained) other than police, or instructed personnel (trained), which could include contract security firms, will be available for review within 24 hours of inspection completion.

(5) While in transit and not in a working terminal, railroad police officer, railroad employees (trained) other than police, or instructed personnel (trained), which could include contract security firms designated by the carrier, will inspect the rail car(s) containing the shipment every hour when a delay is more than 90 minutes.

(6) Assure complete interchange security procedures are in effect and recorded when transferring the shipment to another railroad, or intermodal carrier, or with the government. Interchange procedures between railroads, intermodal carriers, and with the government are vital to ensure continuity of security. Where needed, a formal Memorandum of Agreement will exist between parties to ensure continuous protection.

(7) Where feasible, place shipments transiting rail yards in well-lighted areas, on an inside track, near the tower, and/or otherwise under the general observation of railroad police officer, railroad employees (trained) other than police, or instructed personnel (trained), which could include contract security firms designated by carrier.

(8) Notify the consignee in a timely manner of arrival at destination and continue inspections until physical hand-off has occurred.

(9) Documentation of all inspections will include the following information as applicable.

- (a) Name of carrier reporting.
- (b) Name of Inspector and his/her signature.
- (c) Time of each inspection or acceptance for continuous observation.
- (d) Actual arrival time at terminal.
- (e) Actual departure time from terminal.
- (f) Condition of conveyance(s) and seals/locking devices.

b. For Arms, Ammunition, and Explosives (AA&E) and containerized Night Vision Devices (NVD) the carrier is responsible for:

(1) Inspecting container seals/locks. If found broken, reseal with same or equivalent device. Report broken seals/locks or other security problems with containers to one of the 24-hour MTMC 800-Hotline numbers listed in Item 180, Astray Freight & Emergency Notification.

(2) Ensuring containers are positioned door-to-door or otherwise placed with door inaccessible.

(3) If an odd number of containers/MILVANS, other than one, is loaded on an individual rail car, loading is door-to-door and the remaining container is loaded with door facing the end of another container/MILVAN.

c. For M1 Abrams Tanks the carrier is responsible for:

(1) Inspections that call for external observation and inspection by railroad police officer, railroad employees (trained) other than police, or instructed personnel (trained), which could include contract security firms, of each vehicle within one hour after it has stopped and at least once each hour during each stop. Documentation supporting hourly checks is subject to review.

(2) In addition to the requirements in paragraph 3a above, the following inspections will be performed by the carrier to ensure the integrity of the shipment and will be conducted from the ground unless exceptions are noted:

(a) Ensure tank armor plate, tie downs, or other parts are secure and intact.

(b) Ensure tank skirts are not damaged and secured with transloc bolts.

(c) Inspect vehicle openings (driver's hatch, loading hatch) to ensure they are adequately secured (locked and sealed or welded).

(d) Inspect equipment boxes to ensure exterior integrity of the boxes and that seals/locking devices and tie downs are intact.

(3) If the armor is penetrated, the shipment will continue to be protected by the carrier in conjunction with an on-the-scene investigation by military representatives.

(4) Railroad police officer, railroad employees (trained), which could include contract security firms, will concentrate their physical inspection in those areas depicted in the diagram for the M1 Abrams Tank which is found in the Security Classification Guide for M1 Abrams Tank.

d. For Non-Sensitive Armored/Wheeled Vehicle Inspections (Optional):

(1) This service may be used at the shipper's option for the movement of armored and wheeled vehicles (excluding the M1 Abrams Tank family of vehicles and certain ground-tracked vehicles with sensitive armor, for which RI is mandatory). Inspection calls for the external observation and inspection by railroad police officer, railroad employees (trained), which could include contract security firms of each rail car transporting military vehicles, IAW paragraph "A" above.

(2) The following inspections will be performed by the carrier to ensure the integrity of the shipment and will be conducted from the ground unless exceptions are noted:

(a) Inspect wheeled vehicles for glass damage and all vehicles for signs of pilferage, theft, or serious damage.

(b) Ensure tie downs are secure and intact.

(c) Inspect vehicle openings of tanks and tactical vehicles (driver's hatch, loading hatch) to ensure they are adequately secured (locked and sealed or welded).

(d) Sensitive or pilferable items shipped along with tanks and other tracked vehicles should be in separate, approved containers. The shipper is responsible for securing the vehicle's opening and all containers. The seals/locks devices will be inspected by railroad police officer, railroad employees (trained) other than police, or instructed personnel (trained), which could include contract security firms, to ensure that they are adequately secured.

#### 4. Reporting Procedures.

a. The shipper must report shipment information to the Deployment Support Command (DSC), Intransit Visibility Office (DSN: 927-8350/7477, Commercial: 757-878-8350/7477), in advance of movement and must include the GS or RI code on BOL.

b. In the event of any serious accident or incident, suspected or actual tampering and if the carriers believes a threat exist, the carrier will immediately notify either the consignee or one of the 24-hour MTMC 800-Hotline telephone numbers (See Item 180, Astray Freight & Emergency Notification). If necessary, the carrier will solicit the aid of local, state or federal law enforcement officials to secure the shipment. Damage reporting of serious accidents or incidents will be reported within two hours following occurrence.

c. If evidence of forced entry or tampering with seals has occurred, the carriers will immediately notify the consignee and MTMC 800-Hotline numbers (See Item 180, Astray Freight & Emergency Notification).

5. Charges. In addition to all rates and charges for transportation, shipments for which RI is provided by carrier at shipper's request will be subject to a charge of RI(1) \$\_\_\_\_\_ per highway mile per car (See Item 75), subject to a minimum charge of RI(2) \$\_\_\_\_\_ per car, or in lieu thereof a flat charge of RI(3) \$\_\_\_\_\_ per car. In Section F (1) of the tender, carriers will complete either RI(1) or RI(3) but not more than one. Charges will be all-inclusive and apply from origin to final destination.

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#### **ITEM 115 (C10)**

#### **MILITARY TRAFFIC EXPEDITING SERVICE (MX)**

1. Military Traffic Expediting Service (MX) is an automated tracking service provided by the carrier for military carload shipments of unclassified cargo, which do not require seals or terminal inspections. This service uses a central computer linked with member railroads to track carload shipments and is capable of reporting on single line and joint-line movements.

2. MX service will automatically be provided by the carrier without cost. However, before the service can be initiated, it is the responsibility of the shipper to promptly communicate the shipment information to the Deployment Support Command, Intransit Visibility Office (DSN 927-8350/7477 Commercial 757-878-8350/7477). This information is to include: origin, stop-offs (if applicable), final destination, commodity, date of shipment, date shipment is due at destination, route order number, routing with junction points, BOL number, and rail car initials (i.e., DODX 40000).



### **SECTION 3**

## **DEMURRAGE RULES**

*For Explanation of Abbreviations, Definitions and Reference Marks*

*Used Herein See SECTION 7*

**ITEM 150\* (C7)****DEMURRAGE (STRAIGHT) (DM) See Note**

The following demurrage rules and charges apply on all traffic at all points of participating carriers.

a. NOTICE OF ARRIVAL. Notice of arrival shall be sent or given by the railroad to the consignee or party entitled to receive same within 24 hours, exclusive of Saturday, Sunday or holidays, of arrival of shipment at destination or hold point. The notification shall include car initials and number, commodity, points of shipment, and hold point if car is constructively placed short of the billed destination. When the required notice of arrival is not sent or given within the prescribed 24 hours after arrival, time will be computed from the first 7:00 AM after such notice was actually sent or given.

b. FREE TIME. Free time will be computed from the first 7:00 AM after actual or constructive placement has been made. Saturday, Sunday and holidays will be excluded in computing free time. Free time will be allowed for each car as follows:

DM (1) \_\_\_\_\_ hours for loading.

DM (2) \_\_\_\_\_ hours for unloading.

c. DEMURRAGE CHARGES. After expiration of free time, the following charges per car per day or fraction thereof will be assessed until car is released.

DM (3) \$\_\_\_\_\_ for each of the first four days.

DM (4) \$\_\_\_\_\_ for each of the next two days.

DM (5) \$\_\_\_\_\_ for each subsequent day.

d. END OF DEMURRAGE.

(1) Demurrage will end when the consignor or consignee notifies authorized personnel of the railroad, either by telephone or electronic message, that the car has been loaded or unloaded and available to the railroad. Information given must include the identity of the consignor or consignee, party furnishing the data and car initial and number, with recording of such information being maintained by the railroad, including date and time of receipt and identity of party receiving the information. This recorded date and time will govern the release of the car.

(2) When the consignor or consignee cannot furnish the required information because of authorized personnel of the railroad not being on duty to accept the information, the consignor or consignee will have until 9:00 AM of the next day on which the railroad has such personnel on duty to furnish advice as to when the car was made available and the car will be considered released at the date and time it was loaded or unloaded and made available to the railroad.

e. UNLOADING AND RELOADING OF SAME CAR. When the same car is unloaded and reloaded, each transaction will be treated as independent of the other. Free time for reloading shall not begin until the first 7:00 AM after unloading is completed and notification is given the railroad in accordance with paragraph d of this item.

f. GOVERNMENT SWITCHING OF CARS PLACED ON INTERCHANGE TRACKS. On loaded or empty cars for delivery on interchange tracks where the Government or contractors for the Government perform the switching service, time will be computed from the first 7:00 AM after actual or constructive placement on such

tracks and continue until the cars are returned to the same or another interchange track and advice is given in accordance with paragraph d of this item.

g. EMPTY CARS ORDERED BUT NOT USED. \*\*\*\* (Apply provisions of ITEM 245, EMPTY CARS ORDERED BUT NOT USED.)

h. RAILROAD FURNISHED CAR (S) IN LIEU OF CAR (S) ORDERED. When two or more cars are furnished by a railroad for its convenience in lieu of the car(s) ordered, demurrage will be applied only on the basis of the car(s) ordered.

i. GOVERNMENT CARS ON PRIVATE TRACKS. Government owned or leased cars on government owned tracks or government owned or leased cars on government contractor owned tracks will not be subject to demurrage charges.

j. GOVERNMENT CARS ON RAILROAD TRACKS. When Government owned cars are kept on railroad owned tracks for the convenience of the railroads, the detention directly chargeable thereto will be eliminated in computing demurrage. Government owned cars kept on railroad owned tracks at the request of the shipper or consignee will be subject to demurrage charges provided in this item.

k. STRIKE INTERFERENCE. When it is impossible to load or unload or receive cars from or make available to a railroad because of strike interference at the point where loading or unloading is to be accomplished, the following will apply:

(1) Detention from the first 7:00 AM after such interference begins until the first 7:00 AM after interference ceases will be excluded from computing time and charges, provided a written claim is submitted to the railroad within 30 days of the date the interference ceases.

(2) The detention both before and after the period of interference will be consolidated into one period of detention.

l. BUNCHING.

(1) When by reasons of delay or irregularity in filling orders, or as the result of an act or neglect of the railroad or because of weather interference described in paragraph m below, cars are bunched and placed for loading or unloading in accumulated numbers in excess of the daily placing as ordered or in excess of the number daily received, the Government will be allowed such free time for loading or unloading as it would have been entitled to had the cars not been bunched.

(2) A claim in writing within thirty days (30) of receipt of demurrage bill must be presented to the railroad, certifying initial and number for each car in the bunching claim.

m. WEATHER INTERFERENCE. When because of severe weather conditions, floods, earthquakes, hurricanes or tornadoes and conditions in the area are such that it is impossible to load or unload, the detention directly chargeable thereto will be eliminated in computing demurrage, provided the consignor/consignee advises the railroad of the nature and duration of the weather interference at or prior to the time car is released.

n. SPECIAL DEMURRAGE. Demurrage provisions for facilities, which require special considerations due to abnormal traffic patterns or unusual circumstances, will be negotiated by MTMC and the carriers involved. Tenders containing these special demurrage provisions will be identified in line 14 of the tender by DOD Unique Code No. U99955 and the words "Special Demurrage" under the description. Where these provisions differ from or conflict with the provisions of this item, the negotiated provisions will apply.

*NOTE: This rule item paragraph is temporarily suspended until such time that a Demurrage STCC is issued by RAILINC (effective January 15, 2001)*

o. Installations and facilities incurring charges under this item will be billed through a PowerTrack eBill. (See ITEM 477, SUBMISSION OF CHARGES FOR STORAGE AND CAR DEMURRAGE.)

\*Previously numbered ITEM 220,

*NOTE: This item will not apply at DOD installations or at DOD contractor facilities where average demurrage agreements are in effect.*

## **SECTION 4**

### **GENERAL RULES**

*For Explanation of Abbreviations, Definitions and Reference Marks*

*Used Herein See SECTION 7*

**ITEM 170****APPLICATION**

1. The rules and accessorial services provided in this section apply to the interstate and intrastate rail transportation of all commodities, both exempt and regulated, including the transportation of shipments in boxcars which are exempt from regulation under Title 49, Subtitle IV, of the U.S. Code of Federal Regulations by virtue of the exemption order in Ex Parte 346 (Sub No. 8).
2. Where a rule or accessorial service is specifically provided in Section 5 (TOFC/COFC Rules) or Section 6 (Special Rules), such will take precedence over rules and accessorial services provided on the same subject in this section.

**ITEM 180****ASTRAY FREIGHT AND EMERGENCY NOTIFICATION**

1. The following toll-free Astray Freight and HOTLINE telephone numbers are for commercial transportation notification only. These numbers are to be used for reporting:
  - a. The holding of DOD shipments, which cannot be delivered because the consignor or consignee cannot be adequately identified (astray freight).
  - b. In-transit accidents, incidents, delays, or other emergencies involving DOD shipments.
2. Carriers located within the geographical jurisdiction of **Deployment Support Command** shall telephone the following toll-free numbers to report:
  - a. Astray Freight or other nonemergency notifications: 1-800-631-0434
  - b. Accidents, incidents, delays, or other emergencies: 1-800-524-0331
  - c. Non-explosive hazardous cargo emergency response guidance: 1-800-851-8061
3. Carriers unable to obtain forwarding instructions shall notify the transportation officer at the military installation nearest the carrier terminal where the astray freight is being held.
  - a. Transportation Officer will furnish the carrier with proper forwarding instructions.
  - b. Containers without identifying marks or those bearing conflicting marks shall be opened by the transportation officer with prior carrier approval and in the presence of the authorized carrier representative.
4. Pending the determination of final disposition, carrier may give possession of astray freight, identified as Government property, to the local transportation officer. A receipt will be given the carrier and the Transportation Discrepancy Report System (TDR) will be implemented. If the freight is subsequently returned to the carrier for forwarding to the correct destination, the receipt given the carrier shall be canceled.

**ITEM 190****RELEASED VALUE RATES**

1. To induce a reduction in carrier rates for the movement of military cargo, the DOD agrees to accept the limitations in carrier liability for loss and/or damage as outlined below. Released value is one of the factors used by MTMC in selecting the lowest cost carrier when routing military freight shipments. All other selecting factors

being equal, the carrier that offers, through the terms of its tender, the greatest cargo protection to DOD shippers will be selected as the lowest cost carrier.

2. DOD SPECIFIC COMMODITIES. Except as otherwise provided in this item, commodities identified in the DOD tender preparation instructions (MSTIP 364-C) have been assigned the released value applicable to that commodity in the STCC; or the released value has been designated by DOD as a reasonable amount to which the commodity will be released. In submitting tenders for those commodities, carrier will show the STCC found in the MSTIP 364-C, commodity description, and designated released value on line 14 of the tender form. This information will be shown exactly as printed in the DOD tender instructions. When a STCC commodity description does not include, within the MSTIP 364-C, a released value statement, line 15 on the tender form will not be completed and carriers will assume full common carrier liability.

3. Except as otherwise provided in this item, or the DOD tender instructions, DOD tenders for commodities for which no released value statement is provided in the STCC, will be subject to full common carrier liability unless the filing carrier completes line 15 of the tender form. If the filing carrier chooses to limit its liability, then any amount not less than \$2.50 per pound per article may be entered on line 15 of the tender form.

4. Except as otherwise provided, carrier filing DOD tenders for specific commodities, other than those found in the MSTIP 364-C, for which there is a released value specified in the STCC, may limit their liability as specified in the STCC by including that statement of liability limitation in the commodity description on line 14 of the DOD tender form, along with the STCC item as appropriate. Released value amounts stated in the STCC may not be altered or changed by the filing carrier. If the filing carrier limits its liability in this manner, then line 15 of the DOD tender will not be completed.

5. Specified commodity tenders filed with DOD for the movement of vehicles described below will be subject to a released value not exceeding \$20,000 for each vehicle in the shipment.

- a. Passenger automobiles
  - b. Ambulances
  - c. Hearses
  - d. Taxis
  - e. Buses
  - f. Bus chassis
  - g. Freight automobiles
  - h. Trucks
  - i. Truck chassis
  - j. Truck trailers
  - k. Truck and trailers combined
  - l. Tractors
  - m. Tractors and trailers combined, and
  - n. Trucks and/or trailers containing or having mounted thereon radar or other electronic equipment, gun control apparatus, cranes and wrecking equipment, fire fighting apparatus, hospital, medical, and/or rescue equipment, chemical processing and analyzing equipment, maintenance or repair equipment.
6. Carriers filing specific commodity tenders to cover vehicle will insert as part of the commodity description "Released value not exceeding \$20,000 per vehicle in the shipment", on line 14 of the DOD tender form. No entry will be made in line 15 of the DOD tender form.

7. The application of released value as stated in this item, will take precedence over all released value statements inserted by the filing carrier in line 14 or line 15 of the DOD tender form.

8. The released value established in this item, or in the DOD tender or tender preparation instructions, shall be sufficient to release an applicable shipment to the values established for the commodity described on the bill of lading, without the necessity of the shipper providing a released value statement on the bill of lading. (See the provisions of Title 41, Sub part 101-41, 302-3, Para (e) of the Code of Federal Regulations.) If a value exceeding the released value is stated on the bill of lading, such valuation shall control and the following excess value charges will apply:

Excess Released Valuation

- a. Released to a value exceeding \$20,000 per vehicle in the shipment.
- b. Except as provided in 6a above, released to a value exceeding the value that may be stated in line 14 or line 15 of the DOD tender. (See paragraphs 3, 4, and 5 of this item)

Excess Valuation Charges

Base transportation rate in carrier's tender plus and excess value charge of 10 cents for each \$100 or fraction thereof by which the declared value of the shipment exceeds \$20,000 per vehicle.

Base transportation rate in carrier's tender plus an excess charge of 10 cents for each \$100 or fraction thereof by which the declared value of the shipment exceeds that for which the base transportation rate applies.

9. In determining carrier liability for loss/or damage according to the released value provisions in this publication, the DOD tender, and/or STCC, the word "article" as used in the STCC will be synonymous with the word "commodity". In the event of loss and/or damage to a DOD shipment, or portion thereof, the amount recoverable shall be:

- a. The applicable released value (when stated in dollars and cents per pound on line 14 or line 15 of the tender) multiplied by the gross weight of the shipment, but no more than the loss or damage actually sustained; or
- b. The declared value of the vehicle(s) and /or shipment when stated on the bill of lading, but no more than the loss or damage actually sustained (see paragraph 8 of this item); or
- c. The released value of the vehicle(s) identified in paragraph 5 of this item, but no more than the loss or damage actually sustained.

10. Shipment of Freight All Kinds (FAK), 4611125, 4611121, 4611123, and 4611122, shall be considered a single commodity in determining carrier liability, except the gross weight of any vehicle (identified in paragraph 5) included in the FAK shipment will not be used when determining carrier liability for the balance of the FAK shipment. A shipment consisting of FAK and non-FAK commodities shall also be regarded as a single shipment.

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**ITEM 200 (C7)**

**CLAIMS**

Carriers will process claims for loss, damage, overcharge and duplicate payment in accordance with the regulations published in Parts 1005 and 1008, Title 49, of the Code of Federal Regulations; and, as applicable to U.S. Government property as published in parts 101-40 and 101-41, Title 41, of the Code of Federal Regulations.

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**ITEM 210 (C7)**

**CARRIER LIABILITY**

Except as provided in ITEM 190, RELEASED VALUE RATES, carriers will be subject to full liability as provided in Section 11707, Title 49 of the United States Code, Annotated (USCA).



**ITEM 225 (C10)****DISTRIBUTION OF TENDERS**

The submission and distribution of all tenders (including supplements) for the movement of DOD military freight shipments will be accomplished in accordance with the following procedures:

a. Submission.

- (1) Carriers will mail or deliver **TWO** originally signed and **ONE** unsigned copy of all tenders to:

MTMC-Deployment Support Command  
ATTN: MTDC-OPCT  
Building 661  
Fort Eustis, VA 23604-5000

- (2) Advance or informational copies of tenders will not be sent to any Department of Defense (DOD) shipper, DOD agency or service, MTMC DSC office, or HQ, MTMC office.

- (3) 600,000 Tenders and Supplements. Tenders and supplements numbered in the 600,000 series will continued to be mailed or delivered to the HQ MTMC Joint Traffic Management Office, Alexandria, VA in accordance with instructions issued in applicable Guaranteed Traffic solicitations.

b. Receipt and Return Subsequent to receipt and examination of the tender, MTMC Deployment Support Command will assign to the tender a distribution number and date and will mail back to the carrier one copy of the tender imprinted with the assigned distribution number and date, for distribution by the carrier, as provided in paragraph 3.

- c. Distribution of Perishable Subsistence Tenders Carriers which file Perishable Substance Tenders will furnish at least one legible copy of a signed tender, including MTMC official distribution number and date, to the following:

Defense Personnel Support Center  
ATTN: DPSC-OMRT  
2800 South 20th Street  
Philadelphia, PA 19145-5099

**ITEM 230 (C7)****DESCRIPTION OF ARTICLES AND INSPECTION**

1. Description of articles on the bill of lading should conform to the commodity numbers given in the STCC or individual tender. When different rates or charges are provided for the same article according to the type of packing or package, such type of packing or package should be shown.
2. Carriers reserve the right to inspect shipments where necessary to determine applicable rates. When found to be incorrectly described on the bill of lading, freight charges will be assessed according to the proper description.

**ITEM 240 (C7)****EXPLOSIVES AND OTHER HAZARDOUS MATERIALS**

1. Except as otherwise provided in Section 6, Part B, explosives or other hazardous materials will be transported pursuant to the carrier's tender in accordance with rules and regulations prescribed by the Department of Transportation, as published in Bureau of Explosives Tariff BOE 6000-series, C.F. Keller, Agent, supplements thereto or successive issues thereof.
2. Articles indicated as explosives or hazardous materials in Tariff BOE 6000-series must be described on the bill of lading as shown in that tariff. Abbreviations must not be used. When such descriptions differ from those in the tender, the tender description must also be shown on the bill of lading immediately following the basic description required by the hazardous materials regulations.
3. The packaging of explosives, dangerous articles and other hazardous materials must comply with the rules, regulations and packaging specifications prescribed in Tariff BOE 6000-series.
4. All instances of broken, leaking or defective containers of hazardous materials must be reported to the delivering carrier by the consignee or his agent prior to releasing the rail car after unloading.

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**ITEM 245 (C7)****EMPTY CARS ORDERED BUT NOT USED (EC)**

1. Where empty cars are placed or spotted on orders but not used in transportation service, a charge of EC(1) \$\_\_\_\_\_ per car will be assessed and this charge will be in addition to all other charges.
2. The provisions of this item are not applicable on cars placed for the convenience of the carrier, or on cars refused, or due to the defective or unfit condition of cars for loading.

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**ITEM 250 (C12)****FREIGHT ALL KINDS - STCC NUMBER 4611125**  
**(Released Value Not Exceeding \$1.75 Per Pound)**

1. Freight All Kinds (FAK) consists of those commodities which carriers offer to transport at one inclusive rate or charge regardless of their classification rating in the STCC or their differing transportation characteristics.
2. The following commodities may not be included as FAK:
  - a. Narcotics and dangerous drugs
  - b. Ammunition and explosives (Class 1)
  - c. Radioactive materials
  - d. Etiologic agents
  - e. Crated household goods or personal effects
  - f. Live animals
  - g. Bulk commodities
  - h. Corpses
  - i. Currency
  - j. Coins
  - k. Precious metals
  - l. Food, fresh, frozen, or requiring refrigeration or other protective service
  - m. Postage stamps or stamped envelopes
  - n. Army tractor tanks and tracked vehicles (STCC Number 1931196, as described in the instructions to MT Form 364-R)
  - o. Hazardous materials and hazardous waste
  - p. Railway equipment moving on own wheels not in interchange service

- q. Military impedimenta in exercise movements or troop movements
  - r. Aircraft parts loaded in other than boxcars or TOFC/COFC trailers or containers
  - s. Vehicles (self-propelled) (STCC Numbers 3711972, 3711520 and described in paragraph 5, ITEM 190)
  - t. Engines (STCC Numbers 3722117, 3722118, 3722120, and 3511289)
  - u. Missiles or Rockets (STCC Numbers 3722221)
3. Carriers filing FAK tender rates may not restrict the application of such rates by imposing any further commodity, density, weight or classification exclusions. Tender commodity description "Freight All Kinds" (46111125) will be understood to include all commodities except the contraband items listed above. (See Section A of the tender instructions).
4. Except as required by regulation or law, shipments described on bills of lading as Freight All Kinds (4611125) will not be further described as to individual commodities contained in the shipment.
5. Shipments containing both FAK and non-FAK commodities shall be regarded as a single shipment for the purpose of assessing charges, and shall be subject to the MIXED SHIPMENT rule, ITEM 360, except as otherwise provided in the INADVERTENCE rule, ITEM 300 of this publication.

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**ITEM 255 (C12)****FREIGHT ALL KINDS - STCC NUMBER 4611121**  
**(Released Value Not Exceeding \$1.75 Per Pound)**

1. Freight All Kinds (FAK), including crated household goods or personal effects, consists of those commodities which carriers offer to transport at one inclusive rate or charge regardless of their classification rating in the STCC or their differing transportation characteristics.
2. The following commodities may not be included as FAK:
- a. Narcotics and dangerous drugs
  - b. Ammunition and explosives (Class 1)
  - c. Radioactive materials
  - d. Etiologic agents
  - e. Live animals
  - f. Bulk commodities
  - g. Corpses
  - h. Currency
  - i. Coins
  - j. Precious metals
  - k. Food, fresh, frozen, or requiring refrigeration or other protective service
  - l. Postage stamps or stamped envelopes
  - m. Army tractor tanks and tracked vehicles (STCC Number 1931196, as described in the instructions to MT Form 364-R)
  - n. Hazardous materials and hazardous waste
  - o. Railway equipment moving on own wheels not in interchange service
  - p. Military impedimenta in exercise movements or troop movements
  - q. Aircraft parts loaded in other than boxcars or TOFC/COFC trailers or containers
  - r. Vehicles (self-propelled) (STCC Numbers 3711972, 3711520 and described in paragraph 5, ITEM 190)
  - s. Engines (STCC Numbers 3722117, 3722118, 3722120, and 3511289)
  - t. Missiles or Rockets (STCC Number 3722221)
3. Carriers filing FAK tender rates may not restrict the application of such rates by imposing any further commodity, density, weight or classification exclusions. Tender commodity description "Freight All Kinds"

(4611125) will be understood to include all commodities except the contraband items listed above. (See Section A of the tender instructions.)

4. Except as required by regulation or law, shipments described on bills of lading as Freight All Kinds (4611125) will not be further described as to individual commodities contained in the shipment.

5. Shipments containing both FAK and non-FAK commodities shall be regarded as a single shipment for the purpose of assessing charges, and shall be subject to the MIXED SHIPMENT rule, ITEM 360, except as otherwise provided in the INADVERTENCE rule, ITEM 300 of this publication.

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**ITEM 260 (C12)****FREIGHT ALL KINDS - STCC NUMBER 4611123**  
**(Released Value Not Exceeding \$2.50 Per Pound)**

1. Freight All Kinds (FAK) consists of those commodities which carriers offer to transport at one inclusive rate or charge regardless of their classification rating in the STCC or their differing transportation characteristics.

2. The following commodities may not be included as FAK:

- a. Narcotics and dangerous drugs
- b. Ammunition and explosives (Class 1) (see Note)
- c. Radioactive Materials
- d. Etiologic Agents
- e. Crated household goods or personal effects
- f. Live Animals
- g. Bulk Commodities
- h. Corpses
- i. Currency
- j. Coins
- k. Precious Metals
- l. Food, fresh, frozen, or requiring refrigeration or other protective service
- m. Postage stamps or stamped envelopes
- n. Army tractor tanks and tracked vehicles (STCC Number 1931196, as described in the instructions to MT Form 364-R)
- o. Railway equipment moving on own wheels not in interchange service
- p. Military impedimenta in exercise movements or troop movements
- q. Aircraft parts loaded in other than boxcars or TOFC/COFC trailers or containers
- r. Vehicles (self-propelled) (STCC Numbers 3537178, 3711520 and described in paragraph 5, ITEM 190)
- s. Engines (STCC Numbers 3722117, 3722118, 3722120, and 3511289)
- t. Missiles or Rockets (STCC Number 3722221)

***NOTE:** Each FAK shipment may include nonsensitive Division 1.4 commodities whose combined weight is less than 1,000 pounds.*

3. Carriers filing FAK tender rates may not restrict the application of such rates by imposing any further commodity, density, weight or classification exclusions. Tender commodity description "Freight All Kinds" (4611123) will be understood to include all commodities except the contraband items listed above. (See Section A of tender instructions.)

4. Except as required by regulation or law, shipments described on bills of lading as Freight All Kinds (4611123) will not be further described as to individual commodities contained in the shipment.

5. Shipments containing both FAK and non-FAK commodities shall be regarded as a single shipment for the purpose of assessing charges, and shall be subject to the MIXED SHIPMENT rule, Item 360, except as otherwise provided in the INADVERTENCE rule, Item 300 of this publication.

**ITEM 265 (C12)****FREIGHT ALL KINDS - STCC NUMBER 4611122**  
**(Released Value Not Exceeding \$2.50 Per Pound)**

1. Freight All Kinds (FAK), including crated household goods and personal effects, consists of those commodities which carriers offer to transport at one inclusive rate or charge regardless of their classification rating in the STCC or their differing transportation characteristics.
2. The following commodities may not be included as FAK:
  - a. Narcotics and dangerous Drugs
  - b. Ammunition and Explosives (Class 1) (See Note)
  - c. Radioactive Materials
  - d. Etiologic Agents
  - e. Live Animals
  - f. Bulk Commodities
  - g. Corpses
  - h. Currency
  - i. Coins
  - j. Precious Metals
  - k. Food, fresh, frozen, or requiring refrigeration or other protective service
  - l. Postage stamps or stamped envelopes
  - m. Army tractor tanks and tracked vehicles (STCC Number 1931196, as described in the instructions to MT Form 364-R)
  - n. Railway equipment moving on own wheels not in interchange service
  - o. Military impedimenta in exercise movements or troop movements
  - p. Aircraft parts loaded in other than boxcars or TOFC/COFC trailers or containers
  - q. Vehicles (self-propelled)(STCC Numbers 3711972, 3711520 and described in paragraph 5, ITEM 190)
  - r. Engines (STCC Numbers 3722117, 3722118, 3722120, and 3511289)
  - s. Missiles or Rockets (STCC Number 3722221)

*NOTE: Each FAK shipment may include nonsensitive Division 1.4 commodities whose combined weight is less than 1,000 pounds.*

3. Carriers filing FAK tender rates may not restrict the application of such rates by imposing any further commodity, density, weight or classification exclusions. Tender commodity description "Freight All Kinds" (4611122) will be understood to include all commodities except the contraband items listed above (See Section A of tender instructions).
4. Except as required by regulation or law, shipments described on bills of lading as Freight All Kinds (4611122) will not be further described as to individual commodities contained in the shipment.
5. Shipments containing both FAK and non-FAK commodities shall be regarded as a single shipment for the purpose of assessing charges, and shall be subject to the MIXED SHIPMENT rule, Item 360, except as otherwise provided in the INADVERTENCE rule, Item 300 of this publication.

**ITEM 280 (C7)****HEATER SERVICE/REFRIGERATOR SERVICE (HR)**

1. On shipments of commodities that require protective service from the heat or cold, carriers will, upon instructions from the shipper, provide such service. The conditions and charges named for heater or refrigerator service will apply for shipper or carrier owned rail cars, trailers or containers which contain mechanical

temperature controlling devices. When heater service is requested, it does not include the furnishing of alcohol or other auxiliary heaters.

2. Conditions.

a. Shipper must annotate request for heater or refrigerator service on the bill of lading and state the specified range of temperature to be maintained by the carrier.

b. When two carrier-owned trailers or containers are substituted for a refrigerator car ordered, the two trailers or containers will be considered as being equivalent to one refrigerator car and the charges will be as provided for the refrigerator car ordered. Substitution of trailers/containers for carrier convenience must be noted on bill of lading.

c. Detention of rail cars equipped with mechanical temperature controlling devices will be subject to the free time and demurrage provisions in SECTION 3. Detention of trailers or containers in TOFC/COFC service equipped with mechanical temperature controlling devices will be subject to the free time and detention provisions in ITEM 560, DETENTION OF VEHICLES.

3. Charges. When heater or refrigerator service is provided, as requested by the shipper, to maintain temperature at a specified range, the charge will be as follows:

HR(1) \$\_\_\_\_\_ per highway mile, subject to a minimum charge of

HR(2) \$\_\_\_\_\_ per conveyance.

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**ITEM 290**

**HOLIDAYS - DEFINITION OF**

Where reference is made in this rules publication to the term "holiday", it embraces only the following: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. In the event any of the above holidays occur on a Sunday, the following Monday will be considered a holiday.

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**ITEM 300**

**INADVERTANCE RULE**

(See ITEM 60 for application and alternation of rates)

1. DOD Standard Tenders submitted for movement of military freight shipments. Tenders inadvertently accepted and distributed by MTMC that are later found not to be in compliance with DOD tender filing instructions, or the applicable MTMC rules publication, are subject to immediate rejection and advice to that effect will be provided the issuing carrier.

2. Determination of Freight Charges - Mixed Shipments. Mixed commodity shipments (including contraband commodities inadvertently included in FAK shipments and inadvertently accepted by the carrier, but later discovered by the carrier) will be rated as outlined below. When carrier has tenders on file covering the specific commodities in the mixed shipment, applying between the same origin and destination, charges on each commodity in the shipment will be determined in the following manner:

a. When Rate Qualifiers in tenders are the same as      Determination of Charges:

- |  |  |
|--|--|
| (1) PH (Per Hundredweight)   | Under MIXED SHIPMENTS rule, ITEM <u>360</u> .  |
| (2) PZ (Per Hundredweight Per Mile)  | Under MIXED SHIPMENTS rule, ITEM <u>360</u> .  |
| (3) PC (\$ Charge Per Car Used), or PM (Per Mile Per Vehicle (car)   | Under MIXED SHIPMENTS rule, ITEM <u>360</u> .  |
| b. <u>When Rate Qualifiers in tenders Determination of Charges are not the same</u> but are a combination of PH, PZ, PM, or PC | Under MIXED SHIPMENTS rule, ITEM <u>360</u> .<br>(Dissimilar rate qualifiers and their rates/charges may be converted to rates/charges of like-kind for rating purposes. The lowest combination of charges obtainable will apply.) |
3. The contraband commodities will be rated as a separate shipment under the specific commodity tender which produces the lowest charge. The lowest charge will then be added to the initial total line-haul transportation charge. If carrier does not have specific commodity tenders on file with MTMC covering the contraband commodity or commodities, the rate to be applied on these commodities will be negotiated by MTMC and the involved carrier.
4. Voucher for added freight charges under this rule must be accompanied by sufficient Government documents to identify the contraband commodity or commodities in the shipment.

**ITEM 310****LOADING AND UNLOADING**

1. Consignors and consignees will load and unload cars, trailers, and containers.
2. Consignors must load all cars, trailers, and containers in accordance with the loading rules contained in Association of American Railroads "Open Top Carloading Manual;" AAR Circular 42-G, Loading of Carload Shipments in Closed Cars, or other appropriate AAR commodity loading publications and revisions thereof (see AR 55-355, Chapter 29-13); or as approved by rail carriers involved. All unused securement devices must be returned to and stored in the same car from which removed and devices must be secured.
3. Consignee, to complete unloading, must remove all lading (unless otherwise provided by an individual tender), non-railroad owned dunnage, blocking, bracing, strapping, and any other non-railroad owned material that was part of the inbound shipment and secure interior equipment. Consignee is required to return and secure to same car all railroad owned securement devices removed to complete unloading, securely lock all bulkhead doors, return wooden doors used in transportation of bulk commodities and close all exterior doors and hatches.

**ITEM 320****LOCATION OF GOVERNMENT INSTALLATIONS**

1. Government installations named in the origin or destination blocks of the bill of lading will be recognized as the intended origin or destination regardless of any conflict with a post office address.
2. Transportation charges will apply from or to the Government installation origin or destination point regardless of the location of the receiving or shipping facilities within the installation boundaries. See ITEM 66, APPLICATION OF STANDARD POINT LOCATION CODES for application of standard point location codes.

**ITEM 330****MAXIMUM CHARGE**



In no case shall the charge for any shipment from and to the same point, via the same route of movement, and receiving the same service, be greater than the charge for a greater quantity of the same commodity in the same shipping form, and subject to the same packing provisions at the same rate and minimum weight applicable to such greater quantity of freight.

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**ITEM 350****MILEAGE ALLOWANCE**

The mileage allowances set forth in Mileage Allowances and Rules Tariff, STB RPS 6007-Series (PHJ Series), issued by RAILINC, Agent will be the minimum allowances accepted by the Government from the railroads for use of Government owned rail cars.

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**ITEM 360****MIXED SHIPMENTS**

**(Not applicable to mixed shipments tendered as FAK)**

1. When a number of different articles for which tender rates are provided in straight shipments are shipped at one time by one consignor to one consignee at one destination in a mixed shipment, charges will be assessed at the actual or authorized weight and rate (not mixed rate) applicable to each article.
2. The minimum weight will be the highest provided for any article in the mixed shipment and any deficit in the minimum weight will be charged at the tender rate applicable to the lowest rated article in the shipment.
3. In no case will the total charges on a mixed shipment exceed the charges that would have applied had the articles been shipped as separate shipments.
4. Charges for mixed shipments will be determined according to the schedule in ITEM 300, INADVERTENCE RULE.

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**ITEM 370****NATIONAL SERVICE ORDERS**

Shipments made under the provisions of this rules publication are subject to the various Interstate Commerce Commission service orders and general permits as published in National Service Order Tariff ICC NSO 6100-series.

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**ITEM 380 (C11)****PACKING AND PACKAGING**

*Item Cancelled*

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**ITEM 390 (C11)****PROMPT PAYMENT ACT**

*Item Cancelled*

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**ITEM 400****PROPORTIONAL AND COMBINATION RATES**

1. Proportional rates are limited in their application to traffic destined to, or originating at, specific points or territories. Proportional rates are only applicable when the entire through transportation is performed by rail carriers, under rates filed in the prescribed manner with MTMC.
2. A combination rate is a rate made by combining rates in different tenders in order to construct a through rate from one point to another where there is no through rate published in tenders on file with MTMC. Through rate combination will also include security services.
3. Carriers will indicate in Section B of each tender filed with MTMC whether the rates and charges in that tender may be used as proportional rates only; and whether the rates and charges in that tender may or may not be used with another tender rate to construct a through rate or charge.

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**ITEM 410 (C1)****RECONSIGNMENT OR DIVERSION (RC)**

Carriers will provide reconsignment or diversion service for DOD shipments upon written request or upon oral request confirmed in writing, subject to the following definitions, conditions and charges.

a. Definition. The term "reconsignment" and "diversion" are considered to be synonymous, and the use of either term will be considered to mean:

- (1) A change in the name of the consignee within the original destination point;
- (2) A change in the original destination point;
- (3) A change in the place of delivery within the original destination point; or
- (4) A change in the route or other instructions that require a change in billing or an additional movement of the shipment.

b. Conditions.

(1) Carriers will make a diligent effort to execute a request for reconsignment but will not be responsible if such service is not affected.

(2) Only entire shipments may be reconsigned.

(3) When a change in destination as described in paragraphs a(2) and a(4) is requested, the line-haul tender rate in effect on date of shipment will be applied from point of origin through diversion or reconsignment point to new destination, if such line-haul tender rate applies via route through diversion or reconsignment point. If carrier does not have an applicable line-haul tender rate via a route through diversion or reconsignment point to the new destination, tender rates will be negotiated between the carrier and MTMC prior to the submission of carrier's voucher for payment of freight charges.

c. Charges. When diversion or reconsignment is requested and accomplished prior to tender of delivery at the original billed destination, a charge of RC(1) \$\_\_\_\_\_ per conveyance will be assessed for the services described in paragraph a above. This charge will be in addition to all charges for line-haul transportation.

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**ITEM 420 (C1)****REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.**

Where reference is made in this rules publication to tariffs, items, notes, rules, etc., such references are continuous and include supplements to and successive issues of such tariffs and reissues of such items, notes, rules, etc.

**ITEM 440 (C1)****RETURNED, REFUSED OR REJECTED SHIPMENTS**

When a given DOD shipment has reached destination and not unloaded but is refused or rejected and is ordered returned to the original shipping point (for reasons attributable to the consignee or consignor), the return movement will be subject to the tender rate and minimum weight applicable to the original inbound movement in effect on the date the shipment is tendered for return or to the tender rate normally applicable for such return movement, whichever is lower. Carrier shall obtain a properly executed bill of lading from the party ordering the return movement.

**ITEM 445 (C1)****RETURN OF EMPTY CONTAINERS AND/OR PALLETS (RE)**

1. The line-haul rates in rail carriers' tenders may include the return of empty containers and/or pallets, subject to the following provisions:
  - a. Not less than two (2) inbound freight bills, waybills, bills of lading, or copies thereof, must be surrendered to the inbound carrier with the bill of lading covering the return movement.
  - b. Bill of lading surrendered covering the return shipment of empty containers and/or pallets must indicate car contains empty return containers and/or pallets.
  - c. Stop-off in transit, reconsigning or diversion privileges will not be permitted on the return movement.
2. Carriers wishing to provide return of empty containers and/or pallets under provisions of this item will complete Section F(2) of the DOD tender by entering RE(1) in the "Service" column and fill those spaces to the immediate right under the "Charge" column with "Zeros".

**ITEM 450 (C11)****ROUTES**

The originating rail carrier must name the interchanges for joint routings (using Rule 260 - Junction Points) in Appendix A of the DOD Standard Tender 364-R. The originating carrier must also ensure that the joint carrier(s) have agreed to participate in the movement at the published rate level. The Government will not be liable for any errors or inaccuracies for interchange points made during tender submission. Additionally, the Government shall not be held liable for any routing inaccuracies on the paper BOL or electronic BOL transaction (e.g., EDI 404) provided to the carrier.

**ITEM 453****MILVAN SHIPMENTS**

Shipments of or in military-owned demountable containers (MILVANS) will be subject to the following:

- a. Not more than four MILVANS may be loaded on flat cars not exceeding 89' 4" in length. If carrier cannot furnish sufficient cars with 4 positions to transport a given shipment, the carrier may furnish cars with less than four positions and charges will be assessed on the shipment as if sufficient 4 position cars were furnished. For example, on a shipment of 12 MILVANS, carrier may furnish four 3-position cars in lieu of three 4-position cars and charges will be assessed as if three 4-position cars were furnished.
- b. Consignor will load the MILVANS on the railcar and consignee will unload the MILVANS from the railcar.

c. Movements will apply only from or to private sidings or locations where facilities exist to properly handle such shipments.

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**ITEM 455 (C11)****TANK CAR SHIPMENTS**

*Item Cancelled*

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**ITEM 460****SHIPMENTS REQUIRING TWO OR MORE OPEN CARS**

*Item Cancelled* ITEM 462 APPLIES.

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**ITEM 462 (C7)****IDLER CAR (ID)**

Shipments which because of length require one or more idler cars will be subject to a charge of ID(1) \$\_\_\_\_\_ per idler car, in addition to all other applicable transportation charges.

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**ITEM 465 (C7)****STOP-OFF IN TRANSIT (SO)**

Carriers will provide stop-off in transit service to complete loading or to partially unload DOD shipments, subject to the following conditions and charges:

a. Conditions.

- (1) Stop-off service will be accorded only when such service is specifically requested on the bill of lading by the shipper.
- (2) Stop-off service for TOFC/COFC shipments will be subject to advance arrangement with the carrier.
- (3) Shipments may be stopped in transit at not more than three points intermediate between the origin and destination points over the normal route of movement for the purpose of completing loading and/or partially unloading.

b. Charges.

- (1) The charge for stop-off service will be SO(1) \$\_\_\_\_\_ for each stop, excluding the initial pickup and the final delivery, in addition to all other transportation charges.
- (2) Subject to paragraphs b(3) and b(4), line-haul charges will apply from point of origin to final destination.
- (3) Stop-off privileges involving rail out of route movements will be negotiated between the carrier and MTMC DSC prior to submission of voucher for payment of freight charges.
- (4) On the motor portion of TOFC/COFC movements, when the short-route highway mileage from or to carrier's origin/destination ramp via the stop-off point(s) exceeds the direct short-route highway mileage between carrier's origin/destination ramp and point of pickup/delivery, all excess mileage will be subject to an added charge of SO(2) \$\_\_\_\_\_ per highway mile, in addition to all other transportation charges.

**ITEM 475 (C1)****STORAGE (SG) (See NOTES 1,2 and 3)**

1. Freight held in or on the premises of a railroad by reason of an act or omission of the consignor, consignee or owner, or for customs clearance, inspection or for any other reason not the fault of the carrier, will be considered to be stored and will be subject to the following conditions and charges:

2. Conditions.

a. Notice of arrival shall be sent or given by the railroad to the consignee or party entitled to receive same within 24 hours, exclusive of Saturday, Sunday and holidays, of arrival of shipment at destination and shall include the points of shipment and commodity. When the required notice of arrival is not sent or given within the prescribed 24 hours after arrival, time will be computed from the first 7:00 AM after such notice was actually sent or given.

b. Free time of forty-eight (48) hours will be allowed for removal of inbound freight from railroad premises, except that no free time will be allowed on outbound freight held for the furnishing of forwarding directions.

c. Free time will be computed from the first 7:00 AM after notice of arrival is sent or given as to inbound freight; and from the first 7:00 AM after receipt in or on railroad premises as to outbound freight. In computing free time, Saturday, Sunday and holidays (see ITEM 290, HOLIDAYS) will be excluded. (NOTE 2)

d. No storage charges will be assessed when delivery cannot be accomplished due to riots, acts of God, the public enemy, the authority of law, the existence of violence or such possible disturbance as may tend to create reasonable apprehension of danger to persons or property.

e. Storage charges under this item will end when carrier is able to deliver or transport the freight as a result of action taken by the consignor, consignee, owner or customs official.

f. DOD freight may not be sold by carriers to satisfy storage or other transportation charges nor be placed in a public warehouse.

3. Charges. Freight held in or on railroad premises, in excess of free time allowed or without free time allowance, will be subject to the following charges:

SG(1) \$\_\_\_\_\_ per hundredweight per day for each of the first five days.

SG(2) \$\_\_\_\_\_ per hundredweight per day for the sixth and each succeeding day.

***NOTE 1:** Certain Government installations have specific agreements for storing and relocating carrier equipment for loading and unloading and/or demurrage charges. Where such arrangements are in effect they will supersede the provisions of this rule.*

***NOTE 2:** In the event it is necessary to hold the freight shipments in cars, the free time allowed will run concurrently with the free time allowed under the demurrage rules (see ITEM 150, DEMURRAGE (STRAIGHT)) but in no case shall storage charges begin to accrue before the cars have been released from demurrage rules and charges.*

***NOTE 3:** Installations incurring charges under this item will be billed direct via PowerTrack eBill. (See ITEM 477, SUBMISSION OF CHARGES FOR STORAGE AND CAR DEMURRAGE.)*

**ITEM 477****SUBMISSION OF CHARGES FOR STORAGE AND CAR  
DEMURRAGE**

Charges for storage (ITEM 475) and demurrage (Section 3, ITEM 150) will be chargeable to the appropriation and allotment designated by the military department or Government agency which has jurisdiction over the local activity where the charges actually accrued. Carriers will submit all invoices for these charges via Powertrack eBill to the Transportation Officer at the local activity involved.

**ITEM 480 (C1)****SUBSTITUTION OF FREIGHT CARS**

1. When a car order is placed by transportation officer and the rail carrier is unable to furnish a car of the length and/or capacity ordered, the rail carrier, for its own convenience, may substitute a car of greater length and/or capacity; or may substitute two or more cars which equal or exceed the length and/or capacity of the car ordered. The cars replacing those ordered must contain the same equipment, i.e., with chain tie-down devices, as the cars originally ordered. For example, if a transportation officer orders two (2) 89-foot flatcars with chain tie-down devices, a rail carrier, for its own convenience, may substitute three (3) 60-foot flatcars with chain tie-down devices; or, as another example, a rail carrier may substitute two (2) 89-foot flatcars in lieu of one (1) bi-level car ordered. The freight charges will be assessed on the basis of the car(s) ordered.
2. In order to differentiate between cars which are furnished for substitution and cars which are furnished to order, the transportation officer will annotate on the bill of lading both the size of the car(s) ordered and the size of the car(s) furnished. When shipments are to be made in closed cars exceeding 4,150 cubic feet capacity, both the length and cubic capacity of the car(s) ordered and the car(s) furnished will be shown on the bill of lading. The substituted cars will be designated on the bill of lading by car numbers.

**ITEM 490 (C5)****SUBSTITUTED SERVICE**

1. Substituted service is the transportation of a shipment in whole or in part, by a mode (motor, rail, air, water) other than the mode used to pick up the shipment. The conveyance containing the shipment may itself be transported in or on another conveyance. This service is provided at the option of the carrier, and shall not result in additional charges to the Government.
2. Substituted service may not be used for DOD shipments when:
  - a. The shipment contains Class 1 ammunition or fireworks, or;
  - b. The "VIA" space on the bill of lading has been annotated by the shipper: "Substituted service not to be used."

**ITEM 500 (C5)****SWITCHING AND TRANSFER SERVICES**

Joint and/or single line tender rates shall include all charges for switching, drayage or other transfer services (including river crossings or ferry service) at origin and destination, and at intermediate interchange stations on shipments handled through and not stopped for special services at such intermediate interchange stations.

**ITEM 510.(C7)****DUNNAGE AND WEIGHT ALLOWANCES****1. Dunnage.**

a. The term "Dunnage" includes any temporary blocking, flooring, lining, racks, standards, strips, stakes or similar bracing or supports which do not constitute a shipping package or container and which is not part of the conveyance. Dunnage, when required to protect and secure shipments for transportation, must be furnished and installed by the shipper at shipper's expense.

b. The gross weight of the shipment and the actual dunnage weight must be stated separately on the bill of lading by the shipper.

c. When shipments are loaded in closed rail cars or on open rail cars (other than shipments in MILVANS, trailers or containers), an allowance will be made for actual weight of the dunnage, but not to exceed 2,000 pounds per each car in the shipment.

d. When shipments are loaded in MILVANS, or in trailers/containers on flat cars (TOFC/COFC), an allowance will be made for actual weight of the dunnage, but not to exceed 500 pounds per each MILVAN, trailer, or container.

e. Any weight of dunnage in excess of that stated in paragraphs 1c and 1d above, will be assessed at the rate applicable to the article being transported. If mixed shipment, the weight of any excess dunnage will be assessed at the rate applicable to the lowest rated article in the shipment.

f. The term "Dunnage" does not include excelsior, hay, sawdust, shavings, shredded paper, straw, packing cushions or pads or similar packing material.

g. No allowance will be made for dunnage used in connection with bulk freight in closed cars.

**2. Pallets.**

a. The term "Pallets" includes pallet sides, platforms, risers, runners, skids, fillers, separators, shrouds, covers, deck boards, metal braces, collapsible shipping bins, racks or shipping devices, used, iron or wood or iron and wood combined.

b. The gross weight of the shipment and the actual pallet weight must be stated separately on the bill of lading by the shipper.

c. When shipments are loaded in closed rail cars or on open rail cars (other than shipments in MILVANS, trailers, or containers), an allowance will be made for actual weight of the pallets, but not to exceed 2,000 pounds per each car in the shipment.

d. When shipments are loaded in MILVANS, or in trailers/containers on flat cars (TOFC/COFC), an allowance will be made for actual weight of the pallets, but not to exceed 800 pounds per each MILVAN, trailer or container, subject to a maximum weight allowance of 2,000 pounds per each car in the shipment.

e. Any weight of pallets in excess of that stated in paragraphs 2c and 2d above, will be assessed at the rate applicable to the article being transported. If mixed shipment, any weight in excess thereof will be assessed at the rate applicable to the lowest rated article in the shipment.



f. When material not part of the pallet is used to protect top of lading or secure the load of the pallet, allowance will be made for the weight of the pallet, but not for the weight of such material.

**ITEM 520 (C5)****WEIGHT VERIFICATION (WV)**

Carriers will verify the weight of any shipment upon request of either the consignor or consignee while the shipment is still in the custody of the carrier and is practical and scales are available. When the difference between the billed weight and the actual weight is less than 2 percent, a charge of WV(1) \$\_\_\_\_\_ per shipment, or per conveyance if more than one conveyance is used to transport the shipment, will be assessed for furnishing such verification. However, no charge will apply when the difference between the billed weight and the actual weight is 2 percent or more, or when facilities for weight verification are available and furnished by the consignor or consignee requesting such verification.

**ITEM 521 (C7)****BLOCKING, BRACING, AND OTHER ADDITIONAL SERVICES FOR VEHICLES AND ARMY TRACTOR TANKS (BB)**

1. Line-haul rates on vehicles and Army tractor tanks include blocking, bracing, and tie down (including materials and inspector), portable ramps, crane, technical assistance to load railcars, and drayage.
2. Carriers will complete Section F(2) of the DOD tender by entering the code shown below for the service provided and will enter zeroes in the "Charge" column (see ITEM 10, Paragraph 3 herein).

Blocking, bracing, tie down	BB(1)
Crane	BB(2)
Drayage	BB(3)
Inspector while loading	BB(4)
Materials	BB(5)
Portable ramps	BB(6)
Technical assistance for loading cars	BB(7)
Dedicated switch engine	BB(8)
Trailers provided by carrier	BB(9)
Retention of carrier-provided trailers during exercise	BB(10)
Drayage of carrier-provided trailers at origin	BB(11)
Drayage of carrier-provided trailers at destination	BB(12)
Loading of carrier-provided trailers at origin	BB(13)
Offloading of carrier-provided trailers at destination	BB(14)
Carrier to load/unchain/offload	BB(15)
Carrier to load	BB(16)
Carrier to unload	BB(17)
Carrier to unchain only	BB(18)
Sort empty cars by size and type	BB(19)

**SECTION 5**

**TRAILER-ON-FLATCAR (TOFC) AND**

**CONTAINER-ON-FLATCAR (COFC) RULES**

*For Explanation of Abbreviations, Definitions and Reference Marks Used Herein*

*See SECTION 7*

**ITEM 522****APPLICATION**

1. The rules and accessorial services provided in this section apply to both the interstate and intrastate movement of DOD freight traffic transported by rail carriers in trailers or containers on flatcars. Motor carriers providing transportation incidental to any through movements for which tenders have been submitted by rail carriers, do so as agents of the rail carriers identified on the bill of lading and as such are subject to the rules and accessorial services contained in this section.
2. Due to the decision of the Interstate Commerce Commission to deregulate the highway portion (motor carrier) of a TOFC/COFC movement, only tenders issued by rail carriers using motor carriers as their agents will be accepted for TOFC/COFC service on DOD freight shipments.
3. The rules and accessorial services provided herein apply to the movement of loaded trailers/containers and also to the movement of empty trailers/containers prior or subsequent to the loaded movement of the trailers/containers in TOFC/COFC service.
4. This section will apply to containers without chassis, moving in COFC service, only when carriers maintain lift on/lift off facilities at both origin and destination unless a mutually agreeable arrangement is made for lift on/lift off at facilities other than those of the carriers performing the line-haul service.
5. Where a rule or accessorial service is not specifically provided in this section, such rule or accessorial service named in Section 4 (General Rules) will apply.

**ITEM 525****EXPLANATION OF TOFC/COFC PLANS**

1. Rates for plans of service identified below will include the following:
  - a. Where facilities exist to properly handle TOFC/COFC shipments, carrier will place vehicle on rail car and remove vehicle from rail car.
  - b. If consignor furnishes a container, it shall not be the responsibility of the carrier to provide chassis or wheels, except as provided in ITEM 595, FURNISHING CHASSIS FOR COFC SHIPMENTS.
2. The following definitions of TOFC/COFC Plans are intended for identification purposes only and must not be construed as the governing provisions for rates and charges published in any rail tender of freight services.
  - a. Plan II embraces an all inclusive type of service whereby the rail carriers perform the complete transaction of handling freight in vehicles furnished by the railroad, or in Government owned vehicles furnished by the consignor, from consignor's dock, platform or facility at origin, to consignee's dock, platform or facility at destination.
  - b. Plan II 1/4 embraces a type of a service whereby the rail carriers handle the freight in vehicles furnished by the railroad from the carrier's origin ramp location to carrier's destination ramp location. Terminal services at either origin or destination (but not both) must be performed by the consignor, consignee or their agent at their expense.
  - c. Plan II 1/2 embraces a type of service whereby the rail carriers handle vehicles from carrier's origin ramp location to carrier's destination ramp location. Terminal services at origin and destination must be performed by the consignor, consignee or their agent, at their expense.

d. Plan III embraces a type of service whereby the carriers handle shipper's vehicles, from carrier's origin ramp location to carrier's destination ramp location. Terminal services at origin and destination must be performed by the consignor, consignee or their agent, at their expense.

e. Plan IV embraces a type of ramp -to-ramp service whereby the carriers handle vehicles owned or leased by shippers on cars also owned or leased by shippers.

f. Plan V embraces type of services involving joint motor-rail or rail-motor traffic and is a complete service with vehicles being furnished by either motor carrier or rail carrier. The carriers perform the complete transaction of handling freight in trailers from consignor's dock, platform or facility at origin to consignee's dock, platform or facility at destination

g. Plan V 1/4 embraces a type of service involving joint motor-rail-motor traffic with vehicles being furnished by either motor carrier or rail carrier. Terminal services either at origin or destination (but not both) must be performed by the consignor, consignee or their agent, at their expense.

h. Plan V 1/2 embraces a type of service involving joint motor-rail-motor traffic in vehicles furnished by either the rail carrier or motor carrier. Terminal services at origin and destination must be performed by the consignor, consignee or their agent, at their expense.

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**ITEM 530****ADVANCING CHARGES (AC)**

1. Subject to prior arrangement, carriers shall advance, for subsequent collection from the Government, the lawful charges incurred for pier, wharf or stevedore service; for custom house and in bond service; and for special permits, bonds, tolls or fees required by state or other governmental authority for transportation of a shipment, which because of its size, shape or weight, requires the securing of such for movement over the streets or highways.
2. The charge of the carrier for advancing monies as described above shall be AC(1) \$\_\_\_\_\_ for each such advancement.
3. Collection from the Government shall be supported by documentary evidence that the charges claimed were actually incurred and advanced by the carrier.

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**ITEM 540****CARRIER SAFETY RATINGS**

1. The Military Traffic Management Command's (MTMC) policy is not to do business with interstate motor carriers known to have "unsatisfactory" safety ratings assigned by the Office of Motor Carrier Safety (OMCS), Department of Transportation (DOT).
2. Interstate motor carriers determined to have an "unsatisfactory" rating will be placed in a nonuse status and will remain in nonuse until their safety rating is upgraded to "satisfactory". The carrier is then responsible for arranging a re-audit by OMCS, DOT and notifying MTMC of the upgrading of its safety rating to "satisfactory". Upon verification of the "satisfactory" rating, the carrier's nonuse status will be lifted by MTMC.

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**ITEM 550****CUSTOMS OR IN BOND FREIGHT**

1. Charges incurred by the carrier for customs or in bond clearance shall be advanced by the carrier for subsequent collection from the Government, subject to the provisions of ITEM 530, ADVANCING CHARGES.
2. Shipments detained or held in the carrier's possession for customs or in bond clearance may also be subject to Detention or Storage charges named in ITEM 560, DETENTION OF VEHICLES and ITEM 690, STORAGE OF VEHICLES respectively. For the purposes of applying storage rules and charges in connection with such shipments, notification by the carrier to the Deputy Collector of Customs that a shipment is available for customs inspection will constitute tender of shipment for delivery.

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**ITEM 560****DETENTION OF VEHICLES (DV) (See NOTES 1 & 3)**

1. If a railroad owned or leased trailer or container is delayed for loading or unloading at the place of business of the consignor or consignee or other designated location under a door-to-door service plan or if the trailer or container is delayed at the ramp awaiting pickup by the consignor or consignee for loading or unloading under other than a door-to-door service plan, the following will apply:
  - a. Notification. Notification will be sent or given during normal business hours of the consignor or consignee. Under a door-to-door service plan, the carrier will, upon arrival at place of loading or unloading, notify the party in possession of the freight to be loaded or the party who is to receive the freight to be unloaded that the trailer is waiting. When under other than a door-to-door service plan, the carrier will furnish notification to the consignor or consignee that the trailer is available for pickup at carrier's ramp.
  - b. Free Time. Except as provided in paragraph 1d, forty-eight (48) hours' free time will be allowed per vehicle (see NOTE 2.) Free time will be computed from the first 11:59 PM following notification that the vehicle is available for loading, unloading or pickup, as the case may be, Saturday, Sunday and holidays will be excluded (see ITEM 290, HOLIDAYS).
  - c. Computing time for charges.
    - (1) Door-to-Door Service. Computation of time shall cease when consignor notifies the railroad that the vehicle is loaded and ready for movement from its place of business, or when the consignee notifies the railroad that the vehicle is unloaded and ready for movement from its place of business.
    - (2) Ramp-to-Ramp Service. Computation of time shall cease when empty vehicle is delivered to carrier; when loaded vehicle, with billing instructions, is delivered to carrier; or when forwarding instructions are given to carrier with proper billing instructions.
  - d. Detention Charges.
    - (1) Where a railroad owned or leased trailer or container is detained beyond the allowable free time, the following charges shall be made:
      - (a) For each of the first four (4) twenty-four (24) hour periods or fraction thereof after expiration of free time, DV(1) \$ \_\_\_\_\_ per vehicle.
      - (b) For each of the next two (2) twenty-four (24) hour periods or fraction thereof after expiration of free time, DV(2) \$ \_\_\_\_\_ per vehicle.
      - (c) For each succeeding twenty-four (24) hour period or fraction thereof after expiration of free time, DV(3) \$ \_\_\_\_\_ per vehicle.

(2) Where carrier performs origin or destination terminal services and the carrier's tractor and/or employee remains with the vehicle at the place of business of the consignor or consignee or other designated location, the delay or detention of carrier's vehicle will be subject to the following:

(a) Four (4) hours free time will be allowed for the loading or unloading of vehicle.

(b) The computation of time is to be made within the normal business (shipping) day at the designated place of loading or unloading, except if a carrier or its representative is permitted to work beyond this period, such working time shall also be included. If, within the allowed free time, the loading or unloading is not completed at the end of the business day, the remaining free time will resume at the beginning of the next work day, or when work the next day is actually begun by the carrier or its representative, if earlier. When loading or unloading is interrupted for normal non-working periods during the business day, total time not to exceed one hour will be excluded from computation of time.

(c) When loading or unloading of vehicle is delayed beyond the allowable free time, a charge of DV(4) \$\_\_\_\_\_ per hour, or fraction thereof, will be assessed for delay beyond the allowable free time, until released by the consignor or consignee.

2. Dual Transactions. When a vehicle is both unloaded and reloaded, each transaction will be treated independently of the other. Free time for loading shall not begin until free time for unloading has elapsed.

3. Strike Provisions Applicable. When it is impossible to load or unload or receive trailers/containers from or make available to a railroad because of strike interference at the point where loading or unloading is to be accomplished, the following will apply:

a. The period from the first 11:59 PM after such interference begins until the first 11:59 PM after interference ceases will be excluded from computing time and charges, provided that a written claim is submitted to the railroad within 30 days of the date the interference ceases.

b. The detention both before and after the period of interference will be consolidated into one period of detention.

4. Railroad owned or leased trailers may not be removed from premises of rail carriers at either origin or destination unless rail carriers receipt therefor is signed by the consignor or the consignee, as the case may be, or their authorized agent. After expiration of free time, as provided, detention charges will be billed against the installation incurring such charges through PowerTrack eBill. (See ITEM 700, SUBMISSION OF CHARGES FOR PRELODGING, STORAGE AND VEHICLE DETENTION.)

5. Free time and demurrage for railroad owned or leased flatcars containing loaded or empty vehicles, because of consignor or consignee's failure to load or unload, will be computed in accordance with the provisions provided in Section 3 of this rules publication. Demurrage charges will be in addition to all applicable vehicle detention charges.

*NOTE 1: Certain Government installations have specific agreements for storing and relocating carrier equipment for loading and unloading and/or detention charges. Where such arrangements are in effect they will supersede the provisions of this rule.*

*NOTE 2: When a number of railroad owned or leased vehicles as shown below are made available by carrier at one destination for one consignee on one day, free time will commence as provided, except when consignee is unable to unload all vehicles made available in free time provided in paragraph 1b, total free*

*time shall begin with the first 11:59 PM after notification as shown below, excluding Saturday, Sunday, and holidays.*

<u>Number of Vehicles</u>	<u>Free Time Per Vehicle</u>
1-16	48 hours
17-24	72 hours
25-32	96 hours
33 and over	120

*When because of disability, fault or negligence on part of the carrier, or because of weather conditions or conditions resulting therefrom, vehicles originating at the same origin, moving via the same route and consigned to the same destination are bunched, after arriving at the destination, the date of notification of the availability of the vehicles will govern. After the consignee is notified by the carrier or its agent of the availability of vehicles in excess of daily shipments, the consignee shall be allowed such free time as he would have been entitled to had the vehicles not been bunched. When any vehicle is released before the expiration of free time, the free time on the next vehicle will be computed from the first 11:59 PM following such release.*

*No allowance will be made unless claim is presented in writing to the railroad within thirty days, exclusive of Saturday, Sunday or holidays, after the date on which bill of detention is rendered. The claim must be supported by a statement showing date and point of shipment of each vehicle involved in the bunching claim.*

**NOTE 3:** *No detention charges will be assessed when loading or unloading cannot be accomplished due to riots, acts of God, the public enemy, the authority of law, the existence of violence or such possible disturbance as may tend to create reasonable apprehension of danger to persons or property.*

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**ITEM 580 (C7)                      DIMENSIONS AND CUBICAL CAPACITIES OF TRAILERS AND CONTAINERS**

For types of trailers and containers, including dimensions and cubical capacities, see the Official Intermodal Equipment Register (OIER), Tariff, ICC OIER 6037-series, issued by the Intermodal Publishing Company LTD.

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**ITEM 586                                      EXTRA DRIVER (ED)**

***Item Cancelled***

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**ITEM 588 (C7)                      INTERMODAL SHIPMENTS (IS)**

1. The following intermodal shipments for which motor service was required and provided, incidental to rail line-haul, will be subject to the additional charges shown below:

- |   |                    |
|---|--------------------|
| a. Tracked vehicles and equipment weighing less than 50,000 pounds: | IS(1) \$_____ each |
| b. Tracked vehicles and equipment weighing 50,000 pounds or more:   | IS(2) \$_____ each |
| c. Trailers or containers with chassis:                             | IS(3) \$_____ each |
| d. Containers or MILVANS without chassis:                           | IS(4) \$_____ each |

2. When a carrier, upon consignor's request, furnishes a vehicles and through no fault of the carrier, the consignor cancels loading of the vehicle, the carrier will be entitled to a charge, as provided in ITEM 720, VEHICLES FURNISHED BUT NOT USED.

3. When the consignor causes the delay of carrier equipment, the carrier will be entitled to a charge, as provided in ITEM 560, DETENTION OF VEHICLES.

**ITEM 590 (C7)****EXCLUSIVE USE OF VEHICLE**

Neither the application of seals or locks by the Government (see ITEM 680, SEALING OF VEHICLES) nor notation on the bill of lading of a Desired Delivery Date (DDD) or Required Delivery Date (RDD) shall be interpreted as a request for Exclusive Use or Expedited Service. Vehicles sealed either by shipper or carrier for carrier convenience may not be construed as requiring exclusive use, and carrier may remove seals or locks to add other freight. Carriers will provide exclusive use of vehicle service to DOD shippers upon request, subject to the following definition and conditions, without any additional charge:

a. Definition. Exclusive use service means that the vehicle furnished will be devoted exclusively to the transportation of the shipment, without the breaking of seals or locks and without the transfer of lading for carrier's convenience.

b. Conditions.

(1) Shipper will request exclusive use service by annotating "Exclusive use of vehicle requested by the Government" on the bill of lading. In addition, the following endorsement will be noted on the bill of lading to be completed by the carrier's agent at destination.

"I certify that exclusive use of vehicle service was furnished from":

\_\_\_\_\_ (origin) \_\_\_\_\_ to \_\_\_\_\_ (destination) \_\_\_\_\_

(Signature of carrier's agent)

(2) In the event a lock or seal is removed from a vehicle, carrier will immediately relock or reseal the vehicle and will annotate the accompanying papers with the new lock or seal number and the reason for removal of the original lock or seal. No freight will be added to the vehicle except at instruction of the consignor or consignee.

**ITEM 595****FURNISHING CHASSIS FOR COFC SHIPMENTS (FC)**

When shipments move in containers under tender rates applying from carrier's ramp at origin or to carrier's ramp at destination, carriers will not furnish chassis or other suitable equipment to effect pickup or delivery of containers except as follows:

a. At request of consignee, consignor or their agent, carrier performing origin or destination line-haul service may furnish chassis or other suitable equipment if available at stations where carriers maintain facilities to handle COFC, at a charge of FC(1) \$\_\_\_\_\_ per shipment.



b. Except as may be otherwise arranged, chassis, or other suitable equipment furnished must be returned to the point where received and to the carrier from which received.

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**ITEM 596****FURNISHING OF VEHICLES AND EQUIPMENT (See Note)**

1. Carriers shall furnish vehicles with all equipment, except as provided in ITEM 510, WEIGHT ALLOWANCES, necessary to safely transport the freight for which shipper has requested transportation.
2. If carriers furnish a vehicle that contains more equipment or exceeds the specifications necessary to safely transport the freight, it shall be furnished at carrier's convenience and without additional cost to the Government.
3. Equipment furnished for loading may be rejected by the shipper if, upon inspection, such equipment is considered unfit for the required transportation. Rejected equipment will not be subject to charges for VEHICLE FURNISHED BUT NOT USED, ITEM 720 in this publication.

*NOTE: Applicable only under TOFC Plans where carriers are required to furnish vehicles.*

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**ITEM 600****HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE (HF) (See Note)**

1. When requested by consignor or consignee, and carrier operating conditions permit, carriers will move shipments or partial shipments from or to positions beyond the immediately adjacent loading or unloading position.
2. A vehicle shall be considered "immediately adjacent" to a loading or unloading position when it is separated there only by an intervening sidewalk or walkway.
3. This service shall be provided at a charge of HF(1) \$\_\_\_\_\_ per hundred pounds, subject to a minimum charge of HF(2) \$\_\_\_\_\_ per shipment, and a maximum charge of HF(3) \$\_\_\_\_\_ per shipment.
4. When shipments are accorded split pickup, split delivery, or stopped in transit to complete loading or for partial unloading, the charges will apply to each stop separately, wherever the service is performed.

*NOTE: Applicable only under TOFC Plans where carrier provides pickup and delivery service.*

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**ITEM 610****LOADING AND UNLOADING BY CARRIER (LU) (See Note)**

Except as otherwise provided herein, the rates in carriers' tenders are applicable only when loading and unloading is performed by the consignor and consignee. If carrier is required to perform the loading and/or unloading service unassisted by consignor or consignee, it will be provided at a charge of LU(1) \$\_\_\_\_\_ per hundredweight, subject to a minimum charge of LU(2) \$\_\_\_\_\_ per shipment.

- a. Charges will be based on actual weight handled.

b. Consignor and/or consignee requesting the loading/unloading service shall provide certification that the service was performed.

*NOTE: Applicable only under TOFC Plans where carrier performs door-to-door service.*

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**ITEM 630****PICKUP AND DELIVERY**

1. **Inclusion in Line-haul Rates.** The line-haul rates and charges named in carrier's tender, under TOFC/COFC Plans that provide door-to-door service, shall include one pickup at origin and one delivery at destination. Additional pickups and deliveries at origin, in transit or at destination, may be subject to additional carrier charges. See ITEM 685, **SPLIT PICKUP AND DELIVERY**, and ITEM 465, **STOP-OFF IN TRANSIT**.
2. **Loading and Unloading.** Loading and unloading of TOFC/COFC shipments will be performed by the consignor and consignee. Except on dropped trailers, the carrier's driver may assist the consignor or consignee upon request. Such assistance may include, but not necessarily limited to, the counting of articles being loaded or unloaded. If carrier loading or unloading is requested by the consignor or consignee, it may be provided by the carrier, subject to the provisions of ITEM 610, **LOADING-UNLOADING BY CARRIER**.
3. **Time of Pickup and Delivery.** Pickup and delivery shall be performed by the carrier during normal business hours of the consignor and the consignee, except as provided in ITEM 640, **PICKUP AND DELIVERY ON SATURDAY, SUNDAY OR HOLIDAYS, OR NORMAL BUSINESS DAYS, BEFORE OR AFTER NORMAL BUSINESS HOURS**.

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**ITEM 640****PICKUP AND DELIVERY ON SATURDAY, SUNDAY, OR HOLIDAYS OR NORMAL BUSINESS DAYS BEFORE OR AFTER NORMAL BUSINESS HOURS (PD)**

When consignor or consignee requests pickup or delivery service on Saturday, Sunday, or holidays, or on normal business days, before or after normal business hours, carrier will provide such service subject to the following charges:

1. **Normal business day.** Pickup and delivery service before or after normal business hours of consignor/consignee shall be performed at a charge of PD(1) \$\_\_\_\_\_ per hour or fraction thereof for each driver furnished.
2. **Saturday.** Saturday pickup and delivery service shall be performed at a charge of PD(2) \$\_\_\_\_\_ per hour or fraction thereof for each driver furnished, subject to a minimum charge of PD(3) \$\_\_\_\_\_ per driver furnished.
3. **Sunday and Holidays.** Sunday and holiday pickup and delivery service shall be performed at a charge of PD(4) \$\_\_\_\_\_ per hour or fraction thereof for each driver furnished, subject to a minimum charge of PD(5) \$\_\_\_\_\_ per driver furnished.
4. **Computation of time.** Time will be computed from the time driver(s) arrives at pickup or delivery facility and reports to a responsible representative of consignor/consignee that shipment is available for loading/unloading, to the time that pickup or delivery is completed and driver is released by consignor or consignee.
5. Request for pickup on normal business days before or after normal business hours, and on Saturday, Sunday, or holidays must be annotated by consignor or consignee on the bill of lading clearly and specifically. (See ITEM 290 for definition of holidays.)

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**ITEM 650****PICKUP AND DELIVERY AT PIERS AND WHARVES (See Note)**

Lawful charges incurred by carriers at piers and wharves for pickup and delivery shall be advanced by the carrier for subsequent collection from the Government in accordance with ITEM 530, ADVANCING CHARGES.

*NOTE: Applicable only under TOFC Plans where carrier provides pickup and delivery service.*

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**ITEM 653****PREARRANGED SCHEDULING OF VEHICLE ARRIVAL FOR LOADING OR UNLOADING (See Notes 1 and 2)**

Upon reasonable request of consignor, consignee or others designated by them and subject to the provisions contained herein, carrier may, without additional charge, prearrange schedules for arrival of vehicles for loading or unloading, subject to ITEM 560, DETENTION OF VEHICLES.

- a. Request for prearranged scheduling may be oral or in writing.
- b. Prearranged schedules for arrival of vehicles for loading or unloading may be on a one-time or continuous basis mutually agreeable to all parties. Continuous prearranged scheduling agreements may be terminated by any party to the agreement on not less than 24 hours notice prior to the effective date of such transaction.
- c. The schedule time for arrival of vehicles for unloading should be prior to the time storage charges would begin to accrue. If arrival time for unloading is not so scheduled, storage charges will be assessed as provided in ITEM 690, STORAGE OF VEHICLES.
- d. If carrier's vehicle arrives prior to the scheduled time, time shall begin to run from the scheduled time or actual time loading or unloading commences, whichever is earlier.

*NOTE 1: The term "vehicle" includes trailers that are dropped or spotted for loading or unloading or tractor-trailer combinations.*

*NOTE 2: This item does not apply to TOFC shipments requiring prelude services as described in ITEM 655 herein.*

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**ITEM 655****PRELODGING (PR) (See Note)**

1. When prelodging of shipping documents is required by the consignee on TOFC/COFC shipments, the following definition will apply: Prelodging is the hand delivery of shipping documents by the delivering carrier 24 hours or more prior to the delivery of a shipment or shipments, to a location designated by the consignee. The shipping documents will be contained in an envelope marked with the permit number, date and time of delivery, and the delivering carrier's name.
2. When the delivering carrier consolidates multiple shipments for delivery (all of which require prelodging by the consignee) to the same consignee on the same date, and each shipment, or more than one shipment, is subject to different DOD tenders filed with MTMC Deployment Support Command, the delivering carrier shall

bill the lowest prelude charge available under this item, in any of the individual tenders applicable to the individual shipments in the consolidated delivery.

3. PowerTrack eBills submitted to the consignee for payment of prelude charges will be cross referenced as to BOL number(s), carrier's pro number(s), permit number, and the date the prelude service was provided.

4. Charges. When required by the consignee, the charge for preloding shall be PR(1) \$\_\_\_\_\_ per delivery vehicle.

*NOTE: See ITEM 700, SUBMISSION OF CHARGES FOR PRELODGING, STORAGE AND VEHICLE DETENTION herein.*

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**ITEM 660****REDELIVERY (RD) (See NOTE)**

1. When a DOD shipment moving under a TOFC/COFC Plan which includes carrier delivery is tendered for delivery during normal business hours of the consignee and through no fault of the carrier the delivery cannot be accomplished, no further tender will be made except upon request.

2. Carrier will immediately notify consignee, by telephone if practical, that the shipment is on hand and arrange for a mutually agreeable redelivery date.

3. The vehicle shall be held on constructive placement from time of first tender of delivery to the time delivery is finally accomplished.

4. The charge for redelivery shall be RD(1) \$\_\_\_\_\_ per vehicle per shipment. This charge is in addition to all other transportation charges and any detention/demurrage charges accrued while vehicle was held under constructive placement.

5. If, after being notified that the shipment is on hand, the consignee elects to pickup the shipment, no redelivery charges will apply.

*NOTE: See ITEM 700, SUBMISSION OF CHARGES FOR PRELODGING STORAGE AND VEHICLE DETENTION, herein.*

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**ITEM 665****RELOCATION OF VEHICLE (RV) (See Note)**

**(Applies only to trailers dropped by carrier for loading/unloading)**

Carriers will provide relocation of vehicle (trailer spotting) service, to move a vehicle from one platform doorway or shipping room to another, upon request of consignor or consignee. A charge of RV(1) \$\_\_\_\_\_ will be assessed by the carrier for each relocation and must be supported by consignor's or consignee's certification on the bill of lading that the service was requested and performed.

*NOTE: Certain Government installations have specific agreements for storing and relocating carrier equipment for loading and unloading and/or detention charges. Where such arrangements are in effect, they will supersede the provisions of this rule.*

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**ITEM 670****RETURN MOVEMENT OF PALLETS (RP)**

1. The line-haul rates in carriers' tenders applying on TOFC/COFC shipments may include the return movement of pallets, subject to the following provisions:
    - a. One (1) trailer load of pallets will be returned for each ten (10) or more inbound palletized loaded trailers.
    - b. Inbound loaded trailers must be from one consignor at one origin, and returned pallets must be consigned to the consignor of the inbound loaded movements.
    - c. Return movement of pallets must be via the reverse route of the inbound movement.
    - d. Consignee must unload inbound loaded trailer and reload return shipment of pallets in the same trailer within the free time allowed in this section in connection with the inbound trailer. Upon expiration of free time, detention rules and charges will apply until trailer is tendered to carrier for shipment.
    - e. Under plans where the consignee or consignor is required to perform service from or to carrier ramp in connection with the inbound movement, the same service must be provided in connection with the return movement of pallets.
    - f. Stop-off in transit to partially unload will not be permitted on the return pallet movement.
    - g. Shipper must certify on the bill of lading the number of pallets being returned, and must also show the trailer numbers, date of shipment, and number of pallets contained in each inbound loaded trailer. Such inbound trailers shown must have been received by consignee not more than 180 days prior to the date of the bill of lading covering the returned pallets.
  2. The term "pallet" includes pallet sides, platforms, risers, runners, skids, fillers, separators, shrouds, covers, deck boards, metal braces, collapsible shipping bins, racks or shipping devices, used, iron or wood or iron and wood combined.
  3. Carriers wishing to provide return movement of pallets under provisions of this item will complete Section F(2) of the DOD tender by entering RP(1) in the "Service" column and fill those spaces to the immediate right under the "Charge" column with "Zeros".
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**ITEM 680****SEALING OF VEHICLES**

1. Except, as to shipments for which the BOL is annotated, "EXCLUSIVE USE OF VEHICLE REQUESTED BY THE GOVERNMENT" or in the following manner, "DO NOT BREAK SEAL EXCEPT IN CASE OF EMERGENCY OR UPON PRIOR AUTHORITY OF THE CONSIGNOR OR CONSIGNEE. IF FOUND BROKEN OR IF BROKEN FOR EMERGENCY REASONS APPLY CARRIER SEALS AS SOON AS POSSIBLE AND IMMEDIATELY NOTIFY THE CONSIGNOR AND THE CONSIGNEE", the application of seals/locks and the recording of seal numbers in the block provided on the BOL will not, in itself, require exclusive use of the vehicle.
  2. When a seal or lock is used to fix a shipment to a flatbed, lowboy, or other open equipment, exclusive use will not be accorded the shipment unless the BOL is annotated as shown in paragraph 1. If the BOL is not annotated, seals or locks may be removed at carrier option.
  3. Vehicles sealed either by shipper or carrier, for carrier convenience, may not be construed as requiring exclusive use or expedited service.
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**ITEM 685****SPLIT PICK UP OR DELIVERY (SP)**

1. When requested by the consignor and/or consignee, carrier will pick up and/or deliver articles of a single shipment at more than one place within the confines of the origin and/or destination city, town or village, or at more than one location within the confines of the same shipping and/or receiving installation or facility.
2. Charges. The charge for each pick up and/or delivery, excluding the initial pick up and/or final delivery, shall be SP(1) \_\_\_\_\_.
3. Split delivery requested by consignee, after arrival of shipment at destination, will be billed to the consignee (see ITEM 700, SUBMISSION OF CHARGES FOR PRELODGING, STORAGE AND VEHICLE DETENTION).

**ITEM 690****STORAGE OF VEHICLES (SV) (See Note)**

1. Vehicle(s) held for delivery or any other reason directly attributable to the consignee or owner, if stored or held in or on the premises of the railroad, the consignee or owner shall be allowed forty-eight (48) hours' free time at destination or intermediate stop-off point, when applicable, to remove vehicle(s) from railroad premises or order vehicle(s) delivered.
2. Vehicle(s) held at railroad premises at origin for outbound movement without billing instructions will be allowed forty-eight (48) hours' free time to tender vehicle(s) for shipment.
3. Free time will be computed from the first 11:59 PM following notification that vehicle(s) is available. In computing free time, Saturday, Sunday and holidays (See ITEM 290, HOLIDAYS) will be excluded.
4. After expiration of free time, a charge of SV(1) \$\_\_\_\_\_ per vehicle will be assessed for each subsequent twenty-four (24) hour period or fraction thereof, including Saturday, Sunday and holidays, until vehicle(s) is either removed from railroad premises, ordered delivered or tendered for shipment. This charge will not apply when detention charges contained in ITEM 560, DETENTION OF VEHICLES are being assessed.

*NOTE: See ITEM 700, SUBMISSION OF CHARGES FOR PRELODGING, STORAGE AND VEHICLE DETENTION herein.*

**ITEM 700****SUBMISSION OF CHARGES FOR PRELODGING STORAGE AND VEHICLE DETENTION**

Charges for vehicle detention (ITEM 560), prelodging (ITEM 655), redelivery (ITEM 660), and storage of vehicles (ITEM 690) will be chargeable to the appropriation and allotment designated by the military department or Government agency which has jurisdiction over the local activity where the charges actually accrued. Carriers will submit a PowerTrack eBill for these charges to the Transportation Officer at the local activity involved.

**ITEM 710****TENDERING OF MULTIPLE VEHICLES (TM)**

Except when the delay in movement to the ramp is caused by carrier or natural occurrence, all vehicles of a multiple vehicle shipment must be delivered to carrier's ramp within forty-eight (48) hours, after the first 11:59 PM of tendering of the first vehicle at carrier's ramp. If the balance of a multiple shipment is tendered to carrier's ramp after the expiration of forty-eight (48) hours, the charges will be the same as if multiple vehicle shipment had been tendered within forty-eight (48) hours subject to an additional charge of TM(1) \$\_\_\_\_\_ for each twenty-four

(24) hour period in excess of forty-eight (48) hours which transpire prior to the tender of the final vehicle at carrier's ramp. In computing free time Saturday, Sunday, and holidays will be excluded.

**ITEM 715****TRAILER INTERCHANGE AND SAFETY INSPECTION  
FORM**

A trailer interchange and safety inspection form must be executed between carriers and consignor, consignee or authorized agent at the time trailer is accepted at carrier's ramp location at origin and intermediate stop-off point and final destination on a form to be furnished by carrier covering utilization of trailers by consignor, consignee or their agents.

**ITEM 720****VEHICLES FURNISHED BUT NOT USED (VF)**

1. When a carrier, upon shipper's request, furnishes a vehicle for the loading of a TOFC/COFC shipment, and through no fault of the carrier the shipper cancels loading of the vehicle, the carrier will be entitled to a charge of VF(1) \$\_\_\_\_\_ per highway mile for each vehicle furnished and not used, from point of dispatch to the scheduled loading point, or the transportation charges applicable from the scheduled loading point to the scheduled destination (whichever is lower). If the mileage charge VF(1) produces the lower charge, carrier will identify the point of dispatch and applicable SPLC code number.
2. In lieu of the charges in paragraph 1, carrier may establish a flat charge of VF(2) \$\_\_\_\_\_ for each vehicle furnished and not used. If carrier elects a flat charge, VF(1) will not be completed.
3. These charges will not apply when a vehicle is rejected by the shipper under the provisions of ITEM 596, FURNISHING OF VEHICLES AND EQUIPMENT, or when notice of cancellation is received by the carrier prior to actual dispatch of vehicle from carrier's terminal.
4. Claim for collection of charges under this item shall be supported by shipper's certification of cancellation.
5. When pickup carrier is inbound with a loaded trailer or container which is scheduled for outbound loading from the same installation and shipper cancels loading of the vehicle, no charge will be assessed under paragraph 1 or 2.



**SECTION 6**

**SPECIAL RULES**

**PART A**

**RULES GOVERNING THE MOVEMENT OF SPECIAL TRAINS AND  
GOVERNMENT**

**PERSONNEL ACCOMPANYING FREIGHT SHIPMENTS**

*For Explanation of Abbreviations, Definitions and Reference Marks*

*Used Herein See SECTION 7*

**ITEM 730 (C4)****SPECIAL TRAIN SERVICES (SS)**

This service is a special freight train or a special mixed freight and passenger train that is operated on a designated schedule and is assembled in accordance with instructions given to the rail carrier, by an authorized representative of the Government.

a. When the originating carrier, in its judgment, determines that special train movement is necessary due to exceptional dimensions, weight or safety in connection with service requested by the Government, the transportation officer requesting such service will be notified with confirmation in writing and endorsement to that effect placed on the bill of lading.

b. The charges for special train service or special mixed freight and passenger trains will be in addition to the actual freight charges, charges for accompanying attendants, or charges for accessorial services which will be applied as provided in individual carrier tenders.

(1) The charges for special train services are as follows:

SS(1) \$\_\_\_\_\_ per highway mile, subject to a minimum charge of SS(2) \$\_\_\_\_\_.

(2). Charges will apply via any single or joint-line route authorized by individual carrier tender in connection with the freight rates assessed on the lading transported.

NOTE: \*\*\*\*

**ITEM 740 (C4)****ATTENDANTS ACCOMPANYING GOVERNMENT SHIPMENTS****(AA)**

1. The rail carriers will permit personnel of the Government, including personnel of contractors to the Government to accompany shipments on freight trains. Such personnel must display to the freight agent at point of origin a copy of, or excerpt from, official travel orders directing such travel. A one-way service charge of AA(1) \$\_\_\_\_\_ per highway mile per person, subject to a maximum charge of AA(2) \$\_\_\_\_\_ per person, from point of origin to destination, regardless of route of movement will apply. Charges will apply via any single or joint-line route authorized by individual carrier tender in connection with the freight rates assessed on the lading transported.

2. The rail carriers are not required to stop or start their trains or cars at or near stations or platforms or to furnish light for the accommodation or safety of the accompanying personnel.

3. The bill of lading will contain the following information:

- a. the number of persons accompanying the shipment.
- b. the person in charge.
- c. the points between which they will accompany the shipment.

4. The Government, to the extent permitted by applicable law, agrees to hold harmless the carriers, their agents and employees from every claim, liability or demand, unless caused by the negligence of carrier or its employees, for damages arising out of any damage or injury to persons or property resulting or arising, in any manner, from

the movement of persons accompanying shipments, in carrier furnished equipment or Government furnished equipment.

*NOTE: \*\*\*\**

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**ITEM 750 (C4)****CABOOSE/ GUARD CARS FURNISHED (CG)**

1. One caboose in addition to the caboose regularly assigned to the train for train crew use will be furnished at the carrier's convenience for use of Government personnel accompanying freight shipments.

2. Caboose furnished by carrier, in excess to those provided by paragraph 1 above, and all cabooses and/or guard cars furnished by the Government for use of Government personnel accompanying freight shipments will be subject to the charges applying from point of origin to point of destination. Revenue mileages are to be figured from original point of origin to destination, regardless of the route of movement.

Each Government Caboose Occupied CG(1) \$\_\_\_\_\_ per highway mile

Each Carrier Caboose Occupied CG(2) \$\_\_\_\_\_ per highway mile

Each Government Guard Car Occupied CG(3) \$\_\_\_\_\_ per highway mile

Each Carrier Guard Car Occupied CG(4) \$\_\_\_\_\_ per highway mile

3. Unoccupied Government furnished cabooses and/or guard cars will be returned without charge to the original shipping point or other designated location, as the case may be. In the event the mileage from the original destination to a designated location exceeds the mileage from the original point of origin to the original point of destination, the mileage in excess thereof will be subject to a charge of CG(5) \$\_\_\_\_\_ per highway mile.

4. When personnel have moved in cabooses or guard cars furnished by the Government and such equipment is held for rail carrier convenience on railroad property between movements, the car(s) will not be subject to storage or demurrage charges.

*NOTE: \*\*\*\**

**SECTION 6**

**SPECIAL RULES**

**PART B**

**RULES GOVERNING THE MOVEMENT OF AMMUNITION AND EXPLOSIVES  
(CLASS 1),**

**CLASSIFIED AND PROTECTED (SENSITIVE) MATERIAL, RADIOACTIVE  
MATERIALS, AND OTHER HAZARDOUS MATERIALS, SUBSTANCES, AND  
WASTE**

*For Explanation of Abbreviations, Definitions and Reference Marks*

*Used Herein See SECTION 7*

**ITEM 760****APPLICATION**

The rules and regulations provided in this part are applicable to DOD movements by rail and rail TOFC of Ammunition and Explosives (Class 1), Classified and Protected (Sensitive) Material, Radioactive Material and other hazardous materials, substances and waste, as referred to in Bureau of Explosives' Tariff ICC BOE 6000-series or ATA Hazardous Materials Tariff ICC ATA 111-series.

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**ITEM 770****ARRIVAL OF SHIPMENTS DURING OTHER THAN BUSINESS HOURS**

Shipments should be delivered during normal working hours of the consignee; however, when a shipment arrives at an installation during other than normal working hours due to circumstances beyond the control of the carrier, a temporary holding area will be provided for shipments that cannot be unloaded immediately. These areas will be subject to the regulation of the appropriate military service for handling and safeguarding explosives. Normal fire and security protection will be provided by the installation. The carrier or his representative will be advised that responsibility for the shipment will remain with the carrier until formal delivery of the shipment has been affected.

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**ITEM 780****ASSISTANCE TO CARRIERS**

1. Type of Service Provided. For the purpose of promoting safety, expediting transportation, and delivering shipments of explosives and other hazardous materials, the military services may extend any technical assistance and aid considered necessary in connection with moving, salvage demolition, neutralization, or other disposition of Government-owned shipments being transported or stored by carriers. Regulations of the military services prescribe policies, responsibilities, and procedures for the disposal of explosive ordnance material and commercial shipment of explosive-contaminated scrap metals.
2. Carrier's Responsibility. Assistance given in accordance with paragraph 1 above will be for carrier's account, and carrier may be held responsible for all expenses incurred by the Government, including salaries and wages paid by the Government. DOD personnel act and perform in these instances as carrier's agents. Government personnel assigned to assist carriers will retain their status as employees of the United States Government and, as such, will be entitled to the benefits as provided by law. The Government will not recognize or submit to any action for property damage in connection with such assistance furnished, when actual labor supervision or other services are performed at the carrier's request.
3. Arrangements for Assistance to Carriers. Except under emergency conditions when delay might contribute to further hardships or possible disaster, when Government personnel are called upon to give assistance to a carrier the transportation officer will prepare a self-addressed letter in the form of a request for Government service, including the important points in Paragraph 2 above, to be signed by the carrier's representative. The letter will state clearly that the carrier acknowledges responsibility for performance of the services requested from the Government, and that performance of the services by Government personnel does not relieve the carrier of liability. When assistance is given under emergency conditions and there is no time to prepare the required letter in advance, it will be prepared and signed after the service is performed.
4. Collection from Carriers for Services Rendered. Collection of sums of money for services rendered under these provisions will be in accordance with the proper finance office procedure under the current regulations of each military service. Checks will be made payable to "Treasurer of the United States", and will be submitted to the billing office of the military service.

5. Services Furnished Without Charge to Carriers. Carrier will not be billed or held responsible for any service performed by DOD personnel that was not requested by the carriers, such as dispatching of representatives to observe transfer of loadings or to suggest corrective measures in connection with seal breakage, shifting of loads or braces, accidents, or other adjustments.

6. Assistance During Transportation Emergencies. Commanders of military installation having appropriate facilities will grant safe haven to military-sponsored shipments of radioactive materials and Class 1 explosives at the request of MTMC, when such material is endangered by civil disturbance or natural disaster or prevented from proceeding to destination by circumstances beyond the control of the carrier. They may also grant safe haven to other Federal agency shipments of such materials when requested. MTMC Deployment Support Command will coordinate requests from carrier representatives or dispatchers for safe haven during emergencies. Availability of installations affording safe haven will be determined by MTMC DSC from the appropriate Terminal Facilities Guide. Authorization of the proposed safe haven will be obtained by MTMC DSC from the commander of the selected installation before providing the carrier representative with the location of the safe haven and a point of contact. Vehicles accorded safe haven will be parked inside an appropriate security area, preferably a fenced area. When required, installation activity security will be extended to provide reasonable protection. The compatibility restrictions and quantity-distance requirements of the DOD Explosives Safety Board (DOD Ammunition and Explosives Safety Standards, DOD 6055.9 STD, as implemented by service directives, will be observed. Shipping documents will be examined to prevent surreptitious entry of any unauthorized shipments into the installation-activity. Each carrier whose vehicle is granted safe haven must be apprised by MTMC DSC by fax that providing safe haven does not relieve the carrier of liability under the contract of carriage, nor does the DOD assume responsibility for the shipment or equipment, so long as terms and conditions of providing safe haven are not inconsistent with those of carrier's contract of carriage. In this regard, it will be within the prerogative of the installation commander to permit carrier personnel to remain with the vehicle for constant surveillance purposes or to decline to extend safe haven. Further, the carrier will be advised that the safe haven accorded is strictly temporary in nature and the vehicle must be removed from the military premises as soon as the installation commander or appropriate civil authority determines that the shipment is no longer endangered by local conditions. The consignor and the consignee of the material will be notified by the carrier of the shipment delay. At the discretion of the commander of the installation-activity, inspection provisions will be applied for shipments granted safe haven on the activity. Costs for providing safe haven will be processed for reimbursement in accordance with Paragraph 4 above.

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**ITEM 790****CARRIER APPROVAL**

Shipments of ammunition and explosives (Class 1), inhalation hazard poisons (Divisions 2.3 and 6.1), or radioactive yellow - III label materials moving in rail TOFC/COFC service will be tendered only to the following carriers for movement over the highways:

- a. Motor carriers authorized to transport the above commodities by MTMC, and which comply with DOT and other safety regulations regarding the transportation of these commodities.
- b. Local drayage firms which have filed certificates with local transportation officers, stating that they will comply with DOT safety regulations and all other applicable state and local laws and regulations.
- c. For purpose of this publication, an approved carrier will mean a carrier authorized to transport commodities named above in accordance with (a) and (b) above.

**ITEM 800****DRIVER REQUIREMENTS**

**(Applicable only to the Motor Portion of Rail TOFC/COFC Shipments)**

*NOTE: Requirements in Paragraph 1 are obsolete and under revision at this printing 8/97. Paragraph 2 is valid.*

1. **Instructions.** Shipping Paper and Emergency Response Information for Hazardous Materials Transported by Government Vehicles (DD Form 836) will be used for issuing instructions to drivers of all commercial and military vehicles transporting explosives, or certain other hazardous materials for the military departments over public roads within CONUS. This form provides the shipping transportation officer with a medium for disseminating precautionary procedural instructions to the driver. The driver will require such instruction to learn how best to protect their own self, the lading, the vehicle, and other life and property from such hazards as fire, accident, and vehicle breakdown. Depending upon the type of commodities involved, the transportation officer will supplement the instructions contained in the form with specific instructions to ensure that the driver will take every precaution while transporting these commodities. The driver must transfer the form to each successive driver, if any, for delivery to the consignee at destination.

2. **Reporting.** When a shipment of ammunition and explosives (Class 1, Division 1.1, 1.2, and 1.3), inhalation hazard poisons, or radioactive yellow-III label material is involved in an accident or is delayed en route for a period of 12 hours or more, the carrier's driver will notify the consignor and consignee by the fastest available means. Refer to ITEM 180, Astray Freight & Emergency Notification, for emergency telephone numbers.

**ITEM 810****INSPECTION AND LOADING OF RAIL CARS**

1. **Inspection.** Each rail car used to transport explosives and other dangerous articles must be inspected prior to loading to ensure compliance with 49 CFR 174.104. A carrier-provided three-part Car Certificate will be used in connection with inspection of rail cars used for shipping Class 1 (Divisions 1.1, 1.2, and 1.3) explosives in accordance with 49 CFR 174.104.

2. **Loading.** All loads must be properly blocked and braced or shored in accordance with Bureau of Explosives Pamphlets 6 and 6A, appropriate Military Standards, or other shipper service loading requirements.

a. Shipments must not contain any combination of explosives or dangerous articles prohibited by DOT regulations from being loaded, transported, or stored together.

b. All articles in a shipment must be in good condition and marked in accordance with DOT and other applicable regulations.

c. Placards must be properly placed in accordance with DOT regulations.

3. **Sealing.** Rail cars must be properly sealed and annotation to that effect placed on the bill of lading. When Class 1 explosives are shipped, the rail car must be:

a. Sealed with a shipper service approved seal; and

b. Sealed with a wire twist or other locking device as required by the sponsoring shipper service.

**ITEM 820****INSPECTION OF VEHICLES****(Applicable only to the Motor Portion of Rail TOFC/COFC Shipments)**

1. When transporting ammunition and explosives (Class 1, Divisions 1.1, 1.2, and 1.3), inhalation hazard poisons, and radioactive yellow-III label material by motor vehicle over public highways, the carrier is required to comply with safety regulations prescribed by transportation regulatory bodies and the Department of Defense.
2. Shipping activities will inspect vehicles at the following points, using the Motor Vehicle Inspection (Transporting Hazardous Materials) form (DD Form 626):
  - a. Before loading, complete Sections I and II. Only vehicles against which no unsatisfactory conditions are noted will be accepted for loading. Vehicles will not be rejected, however, if deficiencies are corrected by the carrier before loading.
  - b. After loading, complete Section III. All items will be completed; additional pages may be used if necessary. Vehicles will not be released for transportation until all items are satisfactory
3. The receiving installation must inspect vehicles at the following points, using applicable items on the DD Form 626:
  - a. Before they are accepted for delivery. Deficiencies must be corrected by the carrier before the vehicles are permitted to enter sensitive or restricted areas.
  - b. Prior to unloading. Deficiencies will be corrected at the time of inspection, if practical and considered necessary for safe delivery of the shipment to the unloading area. If any deficiencies are not corrected at the time of inspection, proper action will be taken to ensure safe delivery of the shipment
4. Deficiencies which exist at the time of inspection and are corrected before loading/unloading the vehicle will be entered in the "Comments" column of the DD Form 626.

**ITEM 830****LEASED EQUIPMENT RESTRICTIONS****(Applicable only to the Motor Portion of Rail TOFC/COFC Shipments)**

1. Equipment and Employees of Carrier. Trip-leased commercial vehicles will not be used to transport ammunition and explosives (Class 1), inhalation hazard poisons (Division 2.3 and 6.1) or radioactive yellow-III label materials or items declared sensitive by the DOD. The vehicles used must be owned or leased under a valid agreement (See paragraph 2 below) by the company transporting the shipment, and the vehicle drivers must be full-time employees or under the direct control and responsibility of that company. This is not to be construed, however, as precluding the interchange of equipment in furtherance of a through movement of traffic at a point or points which such carriers are authorized to serve.
2. Contract of Lease. The contract of lease must be in writing, signed by the parties thereto, and must not contain a provision authorizing cancellation by either party on less than 30 days' notice. In addition, the contract of lease must provide for the exclusive possession, control, and use of the equipment and for the complete assumption of liability in respect thereto by the lessee. The leased equipment may not be further leased or subject to any other carrier for the duration of the lease. The shipper will ensure that a copy of the appropriate contract of lease is carried in all leased vehicles and is available for inspection.



3. This item is not applicable in instances where a local drayage carrier is acting as an agent of a rail carrier to pickup or delivery a TOFC/COFC shipment.

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**ITEM 840****REGULATORY COMPLIANCE**

1. **Responsibilities.** Everyone participating in the shipment of explosives and other hazardous materials is responsible for compliance with rules and regulations of the U. S. Department of Transportation governing the safe transportation of those commodities. All matters pertaining to the establishment, amendment or clarification of such rules and regulations as they concern Department of Defense shipments will be referred to the Commander, Military Traffic Management Command, ATTN: MTOP-OP, for coordination, determination or further handling with regulatory bodies.
2. **Labels and Placards.** Regulations require that certain conspicuous and distinctive labels or markings be attached to or made upon containers used in transporting shipments of explosives or other hazardous materials, and that placards be applied to equipment used to transport such shipments. Labeling or marking of containers and vehicles is the responsibility of the shipper. No unit of transportation equipment loaded with explosives or other hazardous materials will be released without proper labeling of containers therein and proper placarding of the equipment as required by the appropriate regulatory or supervisory authority as described herein. Labels will not be applied to packages containing articles, which are not subject to parts 171-179 of the Department of Transportation Regulations (CFR 49). When DOT Regulations exempt the package(s) from labeling, the exemption must be indicated by the words "No Labeling Required" immediately following the Description of Articles on the bill of lading.

**SECTION 7**

**EXPLANATION OF ABBREVIATIONS,**

**DEFINITIONS, AND REFERENCE MARKS**

**ITEM 1000 (C6)****EXPLANATION OF ABBREVIATIONS**

AA	Attendants Accompanying Government Freight Shipments
AAR	Association of American Railroads
AC	Advancing Charges
BOE	Bureau of Explosives
BOL	Bill of Lading
CFR	Code of Federal Regulations
COFC	Container-on-Flatcar
CONUS	Continental United States
CG	Caboose/Guard Cars Furnished
DFRIF	Defense Freight Railway Interchange Fleet
DM	Demurrage (Straight)
DOD	Department of Defense
DOT	Department of Transportation
DTMR	Defense Traffic Management Regulation
DV	Detention of Vehicles
EC	Empty Cars Ordered But Not Used
EDI	Electronic Data Interchange
FBI	Federal Bureau of Investigation
FAK	Freight All Kinds
FC	Furnishing Chassis for COFC Shipments
GBL	Government Bill of Lading
GS	Greater Security Service
HF	Handling Freight at Positions not Immediately Adjacent to Vehicle
HR	Heater or Refrigerator Service
LU	Loading-Unloading by Carrier
MFTRP	Freight Traffic Rules Publication
MTMC	Military Traffic Management Command
MTX	Military Traffic Expediting Service
PD	Pickup and Delivery on Saturday, Sunday and Holidays
PR	Prelodging
RC	Reconsignment and Diversion
RD	Redelivery
RE	Return of Empty Containers and/or Pallets
RG	Rail Armed Guard Surveillance Service
RI	Rail Inspection Service
RP	Return Movement of Pallets
RS	Rail Surveillance Service
RV	Relocation of Vehicle
SG	Storage
SO	Stop-off in Transit
SP	Split Pickup or Delivery
SS	Special Train Services
STCC	Standard Transportation Commodity Codes
SV	Storage of Vehicles

TDR	Transportation Discrepancy Report
TOFC	Trailer-on-Flatcar
TO	Transportation Officer
TM	Tendering of Multiple Vehicles
TPS	Transportation Protective Service
TS	Tank Surveillance Service
UFC	Uniform Freight Classification
USCA	United States Code Annotated
VAN	Value Added Network
VF	Vehicles Furnished But Not Used
WV	Weight Verification

**ITEM 1001****DEFINITIONS**

**AR 55-355** - Defense Traffic Regulation (DTR) which promulgates the basic policies governing the utilization of commercial freight transportation and Defense Freight Railway Interchange Fleet (DFRIF) services by the military departments and other DOD components within the Continental United States (CONUS).

**ACTUAL PLACEMENT** - The placing of a carrier conveyance in an accessible position for loading or unloading, or at a place previously designated by the consignor or consignee.

**ACTUAL VALUE RATE** - A rate based on the actual value of the material shipped.

**AGREED VALUATION** - The value of articles in a freight shipment agreed upon as the basis of which the freight rate is assessed. This valuation establishes a value beyond which recovery cannot be had in event of loss or damage in transit.

**ASTRAY FREIGHT** - Shipments or portions of shipments found in a carrier's possession or delivered to a Government activity for which billing (waybill) is not available, or which is being held for any reason except transfer.

**BOXCAR** - The term "boxcar" encompasses all cars with AAR car types beginning with A, B, LU, R or S, as described in the STB Railway Equipment Register 6413-I.

**CHASSIS** - A wheel assembly or bogie for street or highway movement of containers.

**CONSIGNEE** - The person, military installation or contractor receiving the shipment from carrier.

**CONSIGNOR** - The person, military installation or contractor tendering the shipment to carrier.

**CONTAINER** - A reusable shipping conveyance not less than 20 feet in length, outside measurement, loaded or empty, without bogie or chassis, fitted with devices permitting its ready transfer from one mode of transportation

to another, and constructed so as to enable the attachment of removable bogie or chassis for further transportation.

**CONSTRUCTIVE PLACEMENT**- When a carrier conveyance cannot be placed for loading, unloading, or at a point previously designated by the consignor or consignee, and is placed elsewhere, it is considered as being under constructive placement.

**CONTINENTAL UNITED STATES (CONUS)** - United States territory comprising the 48 contiguous states and the District of Columbia, including adjacent territorial waters but excluding Alaska and Hawaii.

**CONVEYANCE** - A rail car, trailer or container used to transport a shipment.

**DEMURRAGE** - A charge made on rail cars or vessels (including barges) held by or for a consignor or consignee beyond the allowable free time for loading and unloading, for forwarding directions, or for any other purpose. Charges for demurrage are in addition to all other lawful transportation charges.

**DESIRED DELIVERY DATE (DDD)** - A specific date by which delivery of a shipment should be accomplished by the carrier.

**DETENTION** - A charge made on trailers or containers held by or for a consignor or consignee beyond the allowable free time for loading or unloading, for forwarding directions, or for any other purpose. Charges for detention are in addition to all other lawful transportation charges.

**EMERGENCY** - Any situation which would prevent a shipment from safely reaching its destination, such as undue delay caused by accident, equipment failure, civil disturbance, labor strikes or natural disasters.

**GOVERNMENT BILL OF LADING (GBL)** - A Government document used to procure freight and cargo transportation and related services from commercial carriers for the movement of material at Government expense.

**IN BOND** - A shipment that has not cleared U.S. Customs.

**MILITARY TRAFFIC EXPEDITING SERVICE (MTX)** - An expediting service provided by the Association of American Railroads (AAR) for military carload shipments. This automated service uses a central computer file electronically linked with member railroads and is capable of reporting on single-line and joint-line movements. Passing or progress reports are controlled by an MTX number assigned by the AAR.

**MILVAN** - A military-owned demountable container that conforms to U.S. and international standards and operates in a centrally controlled fleet for the movement of military cargo.

**NORMAL BUSINESS HOURS** - Period of time the facility or installation is regularly open for business Monday through Friday to receive and discharge freight.

**QUALIFIED CARRIER REPRESENTATIVE** - A person employed by a carrier or terminal involved in the handling of DOD shipments moving in security service, and who is:

- a. Designated by the carrier or terminal management to attend a transportation conveyance.
- b. Aware of the sensitivity of DOD material moving under a Transportation Protective Service(s).
- c. Knowledge of the safety, security and emergency procedures that must be followed.
- d. Authorized to move a transportation conveyance and has the means and ability to do so.

**REFUGE LOCATION** - A military activity designated in the Terminal Facilities Guide as meeting requirements for the temporary storage of classified or protected material (excluding Class 1, Division 1.1, 1.2, and 1.3 explosives) and affording security for shipments of such cargo in emergency situations.

**RELEASED VALUE RATE** - A rate applied to a shipment that specifically limits carrier liability in case of loss or damage.

**REQUIRED DELIVERY DATE (RDD)** - The calendar date when material is required by the requisitioner.

**ROUTING OR ROUTE ORDER** - An order issued by a routing officer specifying the mode of transportation and the means within that mode by which a shipment will move.

**SECURED AREA** - An area to which access is controlled and which is under the regular, periodical surveillance of security personnel.

**SENSITIVE CARGO** - Small Arms, Ammunition and Explosives that are a potential danger to public safety and can be used by militant, revolutionary, criminal, or other elements for civil disturbances, domestic unrest or criminal actions.

**SHIPMENT** - A quantity of freight tendered for transportation by one shipper, at one point, one day, on one bill of lading, for delivery to one consignee at one destination.

**SHIPPER** - The person, military installation or contractor tendering a shipment to carrier. Shipper may be a consignor, consignee or third party.

**TRAILER** - A trailer is a reusable shipping conveyance not more than 48 feet in length, outside measurement, constructed for use in transporting commodities via highway and equipped with permanent wheeled undercarriage, or mounted on a bogie or chassis. Trailer also means a demountable trailer body with wheels or a container mounted on a bogie and equipped with a device for coupling to a tractor for movement.

**TRANSPORTATION OFFICER (TO)** - Person(s) designated by the commander of a military activity to perform traffic management functions.

**VEHICLE** - A flatbed, converta van, open top or a trailer or container as more fully defined herein.

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**ITEM 1002 (C1)****REFERENCE MARKS**

- \* Denotes change in revision number only without change on body of page.
- (C) Denotes changes in matter on body of page.
- (N) Denotes new item.
- \*\*\*\* Denotes deleted matter within items referenced with "(C)".